



**STATE OF NEW JERSEY  
DEPARTMENT OF COMMUNITY AFFAIRS  
COUNCIL ON AFFORDABLE HOUSING  
PETITION APPLICATION**



This application is a guideline for creating a Housing Element and Fair Share Plan. A completed version of this application must be submitted as part of your petition for substantive certification to COAH. This application will be used by COAH staff to expedite review of your petition. This application can serve as your municipality's Fair Share Plan. A brief narrative component of the Fair Share Plan should be included with this application and can serve primarily to supplement the information included in the application form. Additionally, the narrative section of the Fair Share plan would include a description of any waivers being requested.

This form reflects COAH's newly adopted procedural and substantive rules and the amendments to those rules adopted on September 22, 2008. Footnotes and links to some helpful data sources may be found at the end of each section. To use this document electronically, use the TAB KEY to navigate from field to field. Enter data or use the Right Mouse Button to check boxes.

|                                  |  |                         |                          |
|----------------------------------|--|-------------------------|--------------------------|
| <b>MUNICIPALITY</b>              | South Brunswick                                | <b>COUNTY</b>           | Middlesex County         |
| <b>COAH REGION</b>               | <u>3</u>                                       | <b>PLANNING AREA(S)</b> | PA 2, 4, 5, 8            |
| <b>SPECIAL RESOURCE AREA(S)</b>  | _____  |                         |                          |
| <b>PREPARER NAME</b>             | Kathleen Grady, PP, AICP                       | <b>TITLE</b>            | Planning Consultant      |
| <b>EMAIL</b>                     | k g r a d y @ c c h n j . c o m                | <b>PHONE NO.</b>        | 609-883-8383             |
| <b>ADDRESS</b>                   | 400 Sullivan Way, Trenton NJ 08628             | <b>FAX NO.</b>          | 609-883-4044             |
| <b>MUNICIPAL HOUSING LIAISON</b> | Arlyne DeSena                                  | <b>TITLE</b>            | South Brunswick Township |
| <b>EMAIL</b>                     | Adesena@Sbtnj.Net                              | <b>PHONE NO.</b>        | 732-329-4000__           |
| <b>ADDRESS</b>                   | <u>Po Box 190, Monmouth Junction, NJ 08852</u> | <b>FAX NO.</b>          | 732-274-2084__           |

Enter the date(s) that COAH granted Substantive Certification or that the Court granted a Judgment of Compliance (JOC) on the Housing Element and Fair Share Plan.

| <b>History of Approvals</b> | <u>COAH</u>     | <u>JOC</u> | <u>N/A</u>               |
|-----------------------------|-----------------|------------|--------------------------|
| First Round                 | <u>8/3/1997</u> | _____      | <input type="checkbox"/> |
| Second Round                | <u>2/4/1998</u> | _____      | <input type="checkbox"/> |
| Extended Second Round       | <u>2/9/2005</u> | _____      | <input type="checkbox"/> |

Does the Petition include any requests for a waiver from COAH Rules? ☒ Yes ☐ No  
If Yes, Please note rule section from which waiver is sought and describe further in a narrative section: N.J.A.C. 5:97-6.9(b)4

## FILING/PETITION DOCUMENTS (N.J.A.C. 5:96-2.2/3.2 & N.J.A.C. 5:97-2.3/3.2)

All of the following documents must be submitted in order for your petition to be considered complete. Some documents may be on file with COAH. Please denote by marking the appropriate box if a document is attached to the Housing Element and Fair Share Plan or if you are using a document on file with COAH from your previous third round submittal to support this petition. Shaded areas signify items that must be submitted anew.

| Included  | On File                             | Required Documentation/Information   |
|---|-------------------------------------|--|
| <input checked="" type="checkbox"/>                                 |                                     | Certified Planning Board Resolution adopting or amending the Housing Element & Fair Share Plan   |
| <input checked="" type="checkbox"/>                                 |                                     | Certified Governing Body Resolution endorsing an adopted Housing Element & Fair Share Plan and either (check appropriate box):<br><div style="display: flex; justify-content: space-between; padding: 5px;"> <span><input type="checkbox"/> Petitioning</span> <span><input type="checkbox"/> Filing</span> <span><input checked="" type="checkbox"/> Re-petitioning</span> <span><input type="checkbox"/> Amending Certified Plan</span> </div> |
| <input checked="" type="checkbox"/>                                 |                                     | Service List (in the new format required by COAH)  |
| <input checked="" type="checkbox"/>                                 |                                     | Adopted Housing Element & Fair Share Plan narrative (including draft and/or adopted ordinances necessary to implement the Plan)  |
| <input checked="" type="checkbox"/><br><input type="checkbox"/> N/A |                                     | If applicable, Implementation Schedule(s) with detailed timetable for the creation of units and for the submittal of all information and documentation required by N.J.A.C. 5:97-3.2(a)4   |
| <input type="checkbox"/><br><input checked="" type="checkbox"/> N/A | <input type="checkbox"/>            | If applicable, Litigation Docket No., OAL Docket No., Settlement Agreement and Judgment of Compliance or Court Master's Report   |
| <input checked="" type="checkbox"/>                                 | <input checked="" type="checkbox"/> | Municipal Master Plan (most recently adopted; if less than three years old, the immediately preceding, adopted Master Plan)  |
| <input checked="" type="checkbox"/>                                 | <input type="checkbox"/>            | Municipal Zoning Ordinance (most recently adopted) <sup>1</sup><br>Date of Last Amendment: _____<br>Date of Submission to COAH: _____  |
| <input checked="" type="checkbox"/>                                 | <input type="checkbox"/>            | Municipal Tax Maps (most up-to-date, electronic if available)<br>Date of Last Revision: _____<br>Date of Submission to COAH: _____   |
| <input checked="" type="checkbox"/>                                 | <input type="checkbox"/>            | Other documentation pertaining to the review of the adopted Housing Element & Fair Share Plan(list): see housing element and fair share plan   |

### FOR OFFICE USE ONLY

Date Received \_\_\_\_\_ Affidavit of Public Notice \_\_\_\_\_ Date Deemed Complete/Incomplete \_\_\_\_\_ Reviewer's Initials \_\_\_\_\_

<sup>1</sup> Pursuant to N.J.S.A. N.J.S.A. 52:27D-307, as amended by PL 2008 c.46, any residential development resulting from a zoning change made to a previously non-residentially-zoned property, where the change in zoning precedes or follows the application for residential development by no more than 24 months, shall require that a percentage be reserved for occupancy by low or moderate income households.

**HOUSING ELEMENT**  
(N.J.A.C. 5:97-2 & N.J.S.A. 40:55D-1 et seq.)

The following issues and items must be addressed in the Housing Element for completeness review. Where applicable, provide the page number(s) on which each issue and/or item is addressed within the narrative Housing Element.

1. The plan includes an inventory of the municipality's housing stock by<sup>1</sup>:

- ☒ Age;
- ☒ Condition;
- ☒ Purchase or rental value;
- ☒ Occupancy characteristics; and
- ☒ Housing type, including the number of units affordable to low and moderate income households and substandard housing capable of being rehabilitated

☒ Yes, Page Number: 16-23      ☐ No (incomplete)

2. The plan provides an analysis of the municipality's demographic characteristics, including, but not necessarily limited to<sup>2</sup>:

- ☒ Population trends
- ☒ Household size and type
- ☒ Age characteristics
- ☒ Income level
- ☒ Employment status of **residents**

☒ Yes, Page Number: 23-28      ☐ No (incomplete)

3. The plan provides an analysis of existing and future employment characteristics of the **municipality**, including but not limited to<sup>3</sup>:

- ☒ Most recently available in-place employment by industry sectors and number of persons employed;
- ☒ Most recently available employment trends; and
- ☒ Employment outlook

☒ Yes, Page Number: 28-29      ☐ No (incomplete)

4. The plan includes a determination of the municipality's present and prospective fair share for low and moderate income housing and an analysis of how existing or proposed changes in zoning will provide adequate capacity to accommodate residential and non-residential growth projections.  
AND

The analysis covers the following:

- ☒ The availability of existing and planned infrastructure;
- ☒ The anticipated demand for the types of uses permitted by zoning based on present and anticipated future demographic characteristics of the municipality;
- ☒ Anticipated land use patterns;
- ☒ Municipal economic development policies;
- ☒ Constraints on development including State and Federal regulations, land ownership patterns, presence of incompatible land uses or sites needing remediation and environmental constraints; and
- ☒ Existing or planned measures to address these constraints.

☒ Yes, Page Number: 30-34      ☐ No (incomplete)

5. The plan includes a consideration of lands that are most appropriate for construction of low and moderate income housing and of the existing structures most appropriate for conversion to, or rehabilitation for, low and moderate income housing, including a consideration of lands of developers who have expressed a commitment to provide low and moderate income housing.

☒ Yes, Page Number: 34      ☐ No (incomplete)

6. The plan relies on household and employment projections for the municipality as provided in Appendix F of COAH's rules (if yes check the yes box below and check no in lines 6a-8).

☒ Yes, Page Number: 39      ☐ No (go to 6a)

- 6a. The Plan relies on higher household and employment projections for the municipality as permitted under N.J.A.C. 5:97-2.3(d) (optional - see Fair Share Plan section starting on page 7 of this application).

☐ Yes (go to 7 and 8)      ☒ No (go to 6b)

- 6b. The Plan relies on a request for a downward adjustment to household and employment projections for the municipality as provided in N.J.A.C. 5:97-5.6 (optional - see Fair Share Plan section starting on page 7 of this application).

☐ Yes, Page Number: \_\_\_\_\_      ☒ No

7. If the municipality anticipates higher household projections than provided by COAH in Appendix F, the plan projects the municipality's probable future construction of housing for fifteen years covering the period January 1, 2004 through December 31, 2018 using the following minimum information for residential development:



- ☐ Number of units for which certificates of occupancy were issued since January 1, 2004;
- ☐ Pending, approved and anticipated applications for development;
- ☐ Historical trends, of at least the past 10 years, which includes certificates of occupancy issued; and
- ☐ The worksheet for determining a higher residential growth projection provided by COAH. (Worksheets are available at [www.nj.gov/dca/affiliates/coah/resources/gsworksheets.html](http://www.nj.gov/dca/affiliates/coah/resources/gsworksheets.html))

☐ Yes, Page Number: \_\_\_\_\_

☐ No (incomplete)

☒ Not applicable (municipality accepts COAH's projections)

8. If the municipality anticipates higher employment projections than provided by COAH in Appendix F, the plan projects the probable future jobs based on the use groups outlined in Appendix D for fifteen years covering the period January 1, 2004 through December 31, 2018 for the municipality using the following minimum information for non-residential development:

- ☐ Square footage of new or expanded non-residential development authorized by certificates of occupancy issued since January 1, 2004;
- ☐ Square footage of pending, approved and anticipated applications for development;
- ☐ Historical trends, of at least the past 10 years, which shall include square footage authorized by certificates of occupancy issued;
- ☐ Demolition permits issued and projected for previously occupied non-residential space; and
- ☐ The worksheet for determining a higher non-residential growth projection provided by COAH.

☐ Yes, Page Number: \_\_\_\_\_

☐ No (incomplete)

☒ Not applicable (municipality accepts COAH's projections)

9. The plan addresses the municipality's :

☒ Rehabilitation share (from Appendix B);

☒ Prior round obligation (from Appendix C); and

☒ Projected growth share in accordance with the procedures in N.J.A.C. 5:97-2.4.

☒ Yes, Page Number: 40-76

☐ No (incomplete)

10. If applicable, the plan includes status of the municipality's application for plan endorsement from the State Planning Commission.

☐ Yes, Page Number: \_\_\_\_\_

☐ No (incomplete) ☒ Not Applicable

Petition date: \_\_\_\_\_ Endorsement date: \_\_\_\_\_

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<sup>1</sup> Information available through the U.S. Census Bureau at

[http://factfinder.census.gov/servlet/ACSSAFFHousing?\\_sse=on&\\_submenuId=housing\\_0](http://factfinder.census.gov/servlet/ACSSAFFHousing?_sse=on&_submenuId=housing_0)

<sup>2</sup> Information available through the U.S. Census Bureau at <http://factfinder.census.gov/home/saff/main.html>.

<sup>3</sup> Information available through the New Jersey Department of labor at

<http://www.wnjp.in.net/OneStopCareerCenter/LaborMarketInformation/lmi14/index.html>

## FAIR SHARE PLAN (N.J.A.C. 5:97-3)

Please provide a summary of the Fair Share Plan by filling out all requested information. Enter N/A where the information requested does not apply to the municipality. A fully completed application may serve as the actual Fair Share Plan. A brief narrative should be attached to supplement the information included in the application form. Additionally, the narrative section of the Fair Share plan would fully describe, under a separate heading, any waivers that are being requested.

### Determining the 1987-2018 Fair Share Obligation

The following tables will assist you in determining your overall 1987-2018 fair share obligation. For each cycle of the affordable housing need and rehabilitation share, please use the "need" column to enter the number of units addressed in the municipal petition. Where the municipality has received and/or is proposing any adjustments to its rehabilitation share, prior round and/or growth share obligation, use the footnotes providing rule references and follow the procedures for determining the municipal need and/or for calculating any adjustments applicable to the municipality. Enter the affordable housing need as provided by COAH or that results from the adjustment under the "Need" column.

| Line |  | <u>Need</u>                            |
|------|--|--|
| 1    | <input type="radio"/> Rehabilitation Share (From N.J.A.C. 5:97 Appendix B) <b>OR</b>   | <u>36</u>                              |
| 2    | <input type="radio"/> Optional Municipally Determined Rehabilitation Share<br>(If a municipally determined rehabilitation share is being used, attach the survey results as an exhibit to this application and indicate that it is attached as Exhibit _____.) | <u>          </u>                      |
|      |  | <u>Need</u>                            |
| 3    | <input type="radio"/> Prior Round (1987-1999) Affordable Housing Obligation<br>(From N.J.A.C. 5:97 Appendix C)   | <u>841</u>                             |
|      | <input type="radio"/> Prior Round Adjustments:   |  |
|      | <input type="radio"/> 20% Cap Adjustment   | <u>0</u>                               |
|      | <input type="radio"/> 1000 Unit Cap Adjustment   | <u>0</u>                               |
| 4    | Total Prior Round Adjustments  | <u>0</u>                               |
| 5    | <b>Adjusted Prior Round Obligation:</b><br>(Number in Appendix C minus Total Prior Round Adjustment(s))  | <u>841</u>                             |
| 6    | <input type="radio"/> Prior Round Vacant Land Adjustment (Unmet Need)<br>Realistic Development Potential(RDP) <sup>1</sup>   | <u>          </u><br><u>          </u> |

<sup>1</sup> RDP = Adjusted Prior Round Obligation minus Vacant Land Adjustment

## Determining the Growth Share Obligation

All municipalities must complete the "COAH projections" table below. Only municipalities that anticipate higher projections or that are seeking a growth projection adjustment based on a demonstration that insufficient land capacity exists to accommodate COAH projections need complete the corresponding additional table. COAH has published three workbooks in Excel format to assist with preparing this analysis. All municipalities must complete Workbook A. Workbook B must be used when the municipality anticipates that its growth through 2018 is likely to exceed the growth through 2018 that has been projected by COAH and the municipality wants to plan accordingly. Workbook C must be used by municipalities seeking a downward adjustment to the COAH-generated growth projections based on an analysis of municipal land capacity. Workbooks may be found at the following web location:

[www.nj.gov/dca/affiliates/coah/resources/gsworksheets.html](http://www.nj.gov/dca/affiliates/coah/resources/gsworksheets.html).

The applicable workbook has been completed and is attach to this application as Exhibit A.

### Line      ○ *Required 2004-2018 COAH Projections and Resulting Projected Growth Share*

|  |                |   |                |
|--|----------------|---|----------------|
| Household Growth<br>(From Appendix F)                  | <u>3120</u>    | Employment Growth<br>(From Appendix F)                  | <u>5 1 7 8</u> |
| Household Growth After<br>Exclusions (From Workbook A) | <u>3 1 2 0</u> | Employment Growth After<br>Exclusions (From Workbook A) | <u>5 1 7 8</u> |
| Residential Obligation<br>(From Workbook A)            | <u>6 2 4</u>   | Non-Residential Obligation<br>(From Workbook A)         | <u>3 2 3.6</u> |
| 7    Total 2004-2018 Growth Share Obligation           |                |   | <u>948</u>     |

### ○ *Optional 2004-2018 Municipal Projections Resulting in Higher Projected Growth Share*

|  |       |   |       |
|--|-------|---|-------|
| Household Growth After<br>Exclusions (From Workbook B) | _____ | Employment Growth After<br>Exclusions (From Workbook B) | _____ |
| Residential Obligation<br>(From Workbook B)            | _____ | Non-Residential Obligation<br>(From Workbook B)         | _____ |
| 8    Total 2004-2018 Projected Growth Share Obligation |       |   | _____ |

### ○ *Optional Municipal Adjustment to 2004-2018 Projections and Resulting Lower Projected Growth Share*

|  |       |   |             |
|--|-------|---|-------------|
| Household Growth After<br>Exclusions (From Workbook C)                             | _____ | Employment Growth After<br>Exclusions (From Workbook C) | _____       |
| Residential Obligation<br>(From Workbook C)  | _____ | Non-Residential Obligation<br>(From Workbook C)         | _____       |
| 9    Total 2004-2018 Growth Share Obligation                                       |       |   | _____       |
| 10 <b>Total Fair Share Obligation</b> (Line 1 or 2 + Line 5 or 6 + Line 7, 8 or 9) |       |   | <b>1825</b> |

## Summary of Plan for Total 1987-2018 Fair Share Obligation

(For each mechanism, provide a description in the Fair Share Plan narrative. In the table below, specify the number of completed or proposed units associated with each mechanism.)

|  | <u>Completed</u> | <u>Proposed</u> | <u>Total</u> |
|--|------------------|-----------------|--------------|
| <b>Rehabilitation Share</b>  |                  |                 |              |
| <i>Less: Rehabilitation Credits</i>  | <u>0</u>         |                 | <u>36</u>    |
| Rehab Program(s)   |                  | <u>36</u>       | <u>36</u>    |
| <b>Remaining Rehabilitation Share</b>  |                  |                 | <u>36</u>    |
| <b>Prior Round (1987-1999 New Construction) Obligation</b>   |                  |                 | <u>841</u>   |
| <i>Less: Vacant Land Adjustment (If Applicable)</i>  |                  |                 |              |
| <i>(Enter unmet need as the adjustment amount. Unmet need = Prior round obligation minus RDP):</i> |                  |                 |              |
| Unmet Need   |                  |                 | _____        |
| RDP  |                  |                 | _____        |
| <b>Mechanisms addressing Prior Round</b>   |                  |                 |              |
| Prior Cycle Credits (1980 to 1986)   | <u>94</u>        | <u>0</u>        | <u>94</u>    |
| Credits without Controls   | <u>0</u>         | <u>0</u>        | <u>0</u>     |
| Inclusionary Development/Redevelopment   | <u>311</u>       | <u>0</u>        | <u>311</u>   |
| 100% Affordable Units  | <u>183</u>       | <u>8</u>        | <u>191</u>   |
| Accessory Apartments   | <u>0</u>         | <u>0</u>        | <u>0</u>     |
| Market-to-Affordable   | <u>0</u>         | <u>0</u>        | <u>0</u>     |
| Supportive & Special Needs   | <u>35</u>        | <u>0</u>        | <u>35</u>    |
| Assisted Living  | <u>23</u>        | <u>0</u>        | <u>23</u>    |
| RCA Units previously approved  | <u>0</u>         | <u>0</u>        | <u>0</u>     |
| Other  | <u>0</u>         | <u>0</u>        | <u>0</u>     |
| Prior Round Bonuses  | <u>187</u>       | <u>0</u>        | <u>187</u>   |
| <b>Remaining Prior Round Obligation</b>  | <u>0</u>         | <u>0</u>        | <u>0</u>     |
| <b>Third Round Projected Growth Share Obligation</b>   |                  |                 | <u>948</u>   |
| <i>Less: Mechanisms addressing Growth Share</i>  |                  |                 |              |
| Inclusionary Zoning  | <u>0</u>         | <u>61</u>       | <u>61</u>    |
| Redevelopment  | <u>0</u>         | <u>0</u>        | <u>0</u>     |
| 100% Affordable Development  | <u>0</u>         | <u>352</u>      | <u>352</u>   |
| Accessory Apartments   | <u>0</u>         | <u>0</u>        | <u>0</u>     |
| Market-to-Affordable Units   | <u>0</u>         | <u>146</u>      | <u>146</u>   |
| Supportive & Special Need Units  | <u>4</u>         | <u>108</u>      | <u>112</u>   |
| Assisted Living: post-1986 Units   | <u>0</u>         | <u>0</u>        | <u>0</u>     |
| Other Credits – Extensions of Controls   | <u>0</u>         | <u>40</u>       | <u>40</u>    |
| Compliance Bonuses   | <u>0</u>         | <u>61</u>       | <u>61</u>    |
| Smart Growth Bonuses   | <u>0</u>         | <u>0</u>        | <u>0</u>     |
| Redevelopment Bonuses  | <u>0</u>         | <u>0</u>        | <u>0</u>     |
| Rental Bonuses   | <u>0</u>         | <u>176</u>      | <u>0</u>     |
| <b>Growth Share Total</b>  | <u>4</u>         | <u>944</u>      | <u>948</u>   |
| <b>Remaining (Obligation) or Surplus</b>   | <u>0</u>         | <u>0</u>        | <u>0</u>     |

## PARAMETERS<sup>1</sup>

| <b><u>Prior Round 1987-1999</u></b> |     |                               |     |
|-------------------------------------|-----|-------------------------------|-----|
| RCA Maximum                         | 373 | RCAs Included                 | 0   |
| Age-Restricted Maximum              | 195 | Age-Restricted Units Included | 134 |
| Rental Minimum                      | 187 | Rental Units Included         | 373 |

| <b><u>Growth Share 1999-2018</u></b> |     |                                |     |
|--------------------------------------|-----|--------------------------------|-----|
| Age-Restricted Maximum               | 237 | Age-Restricted Units Included  | 237 |
| Rental Minimum                       | 237 | Rental Units Included          | 584 |
| Family Minimum                       | 356 | Family Units Included          | 362 |
| Very Low-Income Minimum <sup>2</sup> | 93  | Very Low-Income Units Included | 93  |

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<sup>1</sup> Pursuant to the procedures in N.J.A.C. 5:97-3.10-3.12

<sup>2</sup> Pursuant to N.J.S.A. 52:27D-329.1, adopted on July 17, 2008, at least 13 percent of the housing units made available for occupancy by low-income and moderate income households must be reserved for occupancy by very low income households.

## Summary of Built and Proposed Affordable Housing

Provide the information requested regarding the proposed program(s), project(s) and/or unit(s) in the Fair Share Plan. Use a separate line to specify any bonus associated with any program, project and/or unit in the Plan. As part of completeness review, all monitoring forms must be up-to-date (i.e. 2007 monitoring must have been submitted previously or included with this application) and all proposed options for addressing the affordable housing obligation must be accompanied by the applicable checklist(s) (found as appendices to this application). Enter whether a project is proposed or completed and attach the appropriate form or checklist for each mechanism as appendices to the plan. Please note that bonuses requested for the prior round must have been occupied after December 15, 1986 and after June 6, 1999 for the third round.

Please make sure that a corresponding mechanism checklist is submitted for each mechanism being employed to achieve compliance. Separate checklists for each mechanism are available on the COAH website at [www.nj.gov/dca/affiliates/coah/resources/checklists.html](http://www.nj.gov/dca/affiliates/coah/resources/checklists.html).

**Table 1. Projects and/or units addressing the Rehabilitation Share**

| Project/Program Name | Proposed (use Checklists) or<br>Completed (use <u>Rehabilitation Unit<br/>Survey Form</u> ) | Rental,<br>Owner<br>Occupied or<br>Both | Checklist or<br>Form Appendix<br>Location <sup>1</sup> |
|----------------------|---|---|--|
| 1. <u>County</u>     | <u>Proposed</u>   | <u>Owner Occupied</u>                   | <u>Checklist</u>                                       |
| 2. <u>Municipal</u>  | <u>Proposed</u>   | <u>Rental</u>                           | <u>Checklist</u>                                       |
| 3. _____             | _____   | _____                                   | _____  |

<sup>1</sup> If all completed units have already been reported to COAH as part of 2007 monitoring or subsequent CTM updates, there is no need to re-submit Rehabilitation Unit Survey Forms. If additional units have been completed subsequent to 2007 monitoring, the municipality may submit updated forms. If the plan relies only on completed units previously reported via 2007 monitoring, enter "on file" in this column.

Table 2. Programs, Projects and/or units addressing the Prior Round.

| Project/Program Name                    | Mechanism<br>or<br>Bonus Type       | Proposed (use<br>checklists) or<br>Completed (use<br>Project/Unit<br>Program<br>Information Forms) | Units<br>Addressing (Note<br>Obligation (Note<br>with "BR" where<br>Special Needs<br>bedrooms apply) | Number<br>Addressing<br>Rental<br>Obligation) | Number<br>Subject to Age-<br>Restricted Cap | Checklist<br>or<br>Form Appendix<br>Location <sup>1</sup> |
|---|-------------------------------------|--|--|---|---|---|
| 1. Deans Apartments                     | <u>Prior cycle<br/>Credits</u>      | <u>Completed</u>   | <u>40</u>  | <u>0</u>                                      | <u>0</u>                                    | <u>C T M</u>  |
| 2. Charleston Place I                   | <u>Prior cycle<br/>Credits</u>      | <u>Completed</u>   | <u>54</u>  | <u>0</u>                                      | <u>0</u>                                    | <u>C T M</u>  |
| 3. Regal Point                          | <u>Inclusionary<br/>Development</u> | <u>Completed</u>   | <u>5</u>   | <u>0</u>                                      | <u>0</u>                                    | <u>C T M</u>  |
| 4. Monmouth Walk                        | <u>Inclusionary<br/>Development</u> | <u>Completed</u>   | <u>43</u>  | <u>0</u>                                      | <u>0</u>                                    | <u>C T M</u>  |
| 5. Nassau Square                        | <u>Inclusionary<br/>Development</u> | <u>Completed</u>   | <u>49</u>  | <u>0</u>                                      | <u>0</u>                                    | <u>C T M</u>  |
| 6. Summerfield                          | <u>Inclusionary<br/>Development</u> | <u>Completed</u>   | <u>70</u>  | <u>0</u>                                      | <u>0</u>                                    | <u>C T M</u>  |
| 7. Dean Pond Crossing                   | <u>Inclusionary<br/>Development</u> | <u>Completed</u>   | <u>20</u>  | <u>0</u>                                      | <u>0</u>                                    | <u>C T M</u>  |
| 8. Southridge Woods                     | <u>Inclusionary<br/>Development</u> | <u>Completed</u>   | <u>124</u>   | <u>124</u>                                    | <u>0</u>                                    | <u>C T M</u>  |
| 9. Woodhaven                            | <u>Municipally<br/>Sponsored</u>    | <u>Completed</u>   | <u>80</u>  | <u>80</u>                                     | <u>0</u>                                    | <u>C T M</u>  |
| 10. CIL Woods                           | <u>Alternative Living</u>           | <u>Completed</u>   | <u>22 BR</u>   | <u>22</u>                                     | <u>0</u>                                    | <u>C T M</u>  |
| 11. CIL Wynwood                         | <u>Alternative Living</u>           | <u>Completed</u>   | <u>7 BR</u>  | <u>7</u>                                      | <u>0</u>                                    | <u>C T M</u>  |
| 12. Wheeler Road Group Home             | <u>Alternative Living</u>           | <u>Completed</u>   | <u>3 BR</u>  | <u>3</u>                                      | <u>0</u>                                    | <u>C T M</u>  |
| 13. Major Road Group Home               | <u>Alternative Living</u>           | <u>Completed</u>   | <u>3 BR</u>  | <u>3</u>                                      | <u>0</u>                                    | <u>C T M</u>  |
| 14. Charleston Place II                 | <u>Municipally<br/>Sponsored</u>    | <u>Completed</u>   | <u>30</u>  | <u>30</u>                                     | <u>30</u>                                   | <u>C T M</u>  |
| 15. Oak Woods                           | <u>Municipally<br/>Sponsored</u>    | <u>Completed</u>   | <u>73</u>  | <u>73</u>                                     | <u>73</u>                                   | <u>C T M</u>  |
| 16. Buckingham Place                    | <u>Assisted Living</u>              | <u>Completed</u>   | <u>23</u>  | <u>23</u>                                     | <u>23</u>                                   | <u>C h e c k l i s t</u>                                  |
| 17. Stover Site                         | <u>Municipally<br/>Sponsored</u>    | <u>Proposed</u>  | <u>8</u>   | <u>8</u>                                      | <u>8</u>                                    | <u>C h e c k l i s t</u>                                  |
| 18. Rental Bonuses                      | <u>Rental Bonuses</u>               | <u>Completed</u>   | <u>187</u>   | <u>0</u>                                      | <u>0</u>                                    | <u>N / A</u>  |
| Subtotal from any additional pages used |                                     |  |  | <u>0</u>                                      |   |   |



|   |            |
|---|------------|
| <b>Total units (proposed and completed)</b>       | <u>654</u> |
| Total rental                                      | <u>373</u> |
| Total age-restricted                              | <u>134</u> |
| Total very-low                                    | <u>35</u>  |
| Total bonuses                                     | <u>187</u> |
| <b>Proposed credits (units + bonuses)</b>         | <u>841</u> |
| <b>Please add additional sheets as necessary.</b> |            |

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<sup>1</sup> If all completed units have already been reported to COAH as part of 2007 monitoring or subsequent CTM updates, there is no need to re-submit monitoring forms. If additional units have been completed subsequent to 2007 monitoring, the municipality may submit updated forms. If the plan relies only on completed units previously reported via 2007 monitoring, enter "on file" in this column.

**Table 3. Programs, Projects and/or Units Addressing the Third Round.**

| Project Name                                   | Mechanism<br>or<br>Bonus Type | Proposed (use<br>checklist(s) or<br>Completed (use<br>Project/Unit<br>Program<br>Information Form) | Units Addressing<br>Obligation<br>(Note with "BR"<br>where Special Needs<br>bedrooms apply | Units<br>Addressing<br>Rental<br>Obligation       | Units<br>Addressing<br>Family<br>Obligation | Units<br>Subject to<br>Age-<br>restricted<br>Cap | Checklist or<br>Form<br>Appendix<br>Location <sup>1</sup> |
|--|-------------------------------|--|--|---|---|--|---|
| 18. Baker O vations Site                       | Inclusionary Development      | <u>Proposed</u>  | <u>3 4</u>   | <u>0</u>  | <u>0</u>                                    | <u>3 4</u>                                       | <u>checklist</u>  |
| 19. Matzel & Mumford – Heritage                | Inclusionary Development      | <u>Proposed</u>  | <u>2 7</u>   | <u>0</u>  | <u>0</u>                                    | <u>2 7</u>                                       | <u>checklist</u>  |
| 20. Woodh a v e n T e r r a c e                | Control Extension             | <u>Completed</u>   | <u>4 0</u>   | <u>4 0</u>  | <u>40</u>                                   | <u>0</u>   | <u>checklist</u>  |
| 21. Market to Affordable                       | Market to Affordable          | <u>Proposed</u>  | <u>1 4 6</u>   | <u>8 0</u>  | <u>146</u>                                  | <u>0</u>   | <u>Checklist</u>  |
| 22. Dungarvin Group Home (existing)            | Special Needs                 | <u>Completed</u>   | <u>4 B R</u>   | <u>4</u>  | <u>0</u>                                    | <u>0</u>   | <u>CTM/Checklist</u>                                      |
| 23. Dungarvin Group Home (proposed)            | Special Needs                 | <u>Proposed</u>  | <u>18 B R</u>  | <u>18</u>   | <u>0</u>                                    | <u>0</u>   | <u>CTM/Checklist</u>                                      |
| 24. F u t u r e G r o u p H o m e s            | Special Needs                 | <u>Proposed</u>  | <u>30 B R</u>  | <u>30</u>   | <u>0</u>                                    | <u>0</u>   | <u>Checklist</u>  |
| 25. Menowitz Permanent Supportive Housing      | Special Needs                 | <u>Proposed</u>  | <u>6 0</u>   | <u>60</u>   | <u>0</u>                                    | <u>0</u>   | <u>Checklist</u>  |
| 26. S t o v e r S i t e                        | Municipally Sponsored         | <u>Proposed</u>  | <u>1 7 6</u>   | <u>176</u>  | <u>0</u>                                    | <u>1 7 6</u>                                     | <u>Checklist</u>  |
| 27. Future 100% Affordable Family              | Municipally Sponsored         | <u>Proposed</u>  | <u>1 7 6</u>   | <u>176</u>  | <u>1 7 6</u>                                | <u>0</u>   | <u>Checklist</u>  |
| 28. Compliance Bonuses for Baker/Heritage      | Compliance Bonus              | <u>Proposed</u>  | <u>6 1</u>   | <u>0</u>  | <u>0</u>                                    | <u>0</u>   | <u>N / A</u>  |
| 29. 100% Family Rental Bonus                   | Rental Bonuses                | <u>Proposed</u>  | <u>1 7 6</u>   | <u>0</u>  | <u>0</u>                                    | <u>0</u>   | <u>N / A</u>  |
| <b>Subtotal from any additional pages used</b> |                               |  | <u>0</u>   | <b>Total units (proposed and completed)</b>       | <u>711</u>                                  |  |   |
| Total family units                             |                               |  | <u>362</u>   | Total rental units                                | <u>584</u>                                  |  |   |
| Total age-restricted units                     |                               |  | <u>237</u>   | Total family rental units                         | <u>296</u>                                  |  |   |
| Total Supportive/Special Needs units           |                               |  | <u>82</u>  | Total very-low units                              | <u>93</u>                                   |  |   |
| Total Special Needs bedrooms                   |                               |  | <u>112</u>   | Total bonuses                                     | <u>237</u>                                  |  |   |
|  |                               |  |  | <b>Total proposed credits (units + bonuses)</b>   | <u>948</u>                                  |  |   |
|  |                               |  |  | <b>Please add additional sheets as necessary.</b> |   |  |   |

<sup>1</sup> If all completed units have already been reported to COAH as part of 2007 monitoring or subsequent CTM updates, there is no need to re-submit monitoring forms. If additional units have been completed subsequent to 2007 monitoring, the municipality may submit updated forms. If the plan relies only on completed units previously reported via 2007 monitoring, enter "on file" in this column.

Please answer the following questions necessary for completeness review regarding the municipality's draft and/or adopted implementing ordinances.

**AFFORDABLE HOUSING TRUST FUND (N.J.A.C. 5:97-8)**

1. Does the municipality have an affordable housing trust fund account? (Note: Pursuant to P.L. 2008 c.46, municipalities that do not submit a fully executed escrow agreement will forfeit the ability to retain development fees.)  
☒ Yes, Bank Name TD Bank \_\_\_\_\_  
(Choose account type) ☒ Separate interest-bearing account  
☐ State of New Jersey cash management fund  
☐ No (Skip to the Affordable Housing Ordinance section)
2. Has an escrow agreement been executed? ☒ Yes ☐ No  
(If no, petition is incomplete. Submit an executed escrow agreement.)
3. Is all trust fund monitoring up-to-date as of December 31, 2007? ☒ Yes ☐ No  
(If no, petition is incomplete. Submit an updated trust fund monitoring report.)

**DEVELOPMENT FEE ORDINANCES (N.J.A.C. 5:97-8.3)**

1. Does the Fair Share Plan include a proposed or adopted development fee ordinance? (Note: Pursuant to P.L. 2008 c.46, municipalities that do not submit a development fee ordinance will forfeit the ability to retain non-residential development fees)  
☒ Yes,  
☐ Adopted OR ☒ Proposed  
☐ No Skip to the next category; Payments-in-Lieu
2. If adopted, specify date of COAH/Court approval here: \_\_\_\_\_
  - Have there been any amendments to the ordinance since COAH or the Court approved the ordinance?  
☐ Yes, Ordinance Number. \_\_\_\_\_ Adopted on<sup>1</sup> \_\_\_\_\_  
☐ No (Skip to the next category; Payments-in-Lieu)
  - If yes, is the amended ordinance included with your petition?  
☐ Yes  
☐ No, (Petition is incomplete. Submit ordinance with governing body resolution requesting COAH approval of amended ordinance)

3. Does the ordinance follow the ordinance model **updated September 2008** and available at [www.nj.gov/dca/affiliates/coah/resources/planresources.html](http://www.nj.gov/dca/affiliates/coah/resources/planresources.html)? If yes, skip to question 5.

☒ Yes ☐ No

4. If the answer to 3. above is no, indicate that the necessary items below are addressed before submitting the Development Fee ordinance to COAH:

**Information and Documentation**

The ordinance imposes a residential development fee of \_\_\_\_% and a Non-residential fee of 2.5 %

- ☐ A description of the types of developments that will be subject to fees per N.J.A.C. 5:97-8.3(c) and (d);
- ☐ A description of the types of developments that are exempted per N.J.A.C. 5:97-8.3(e)
- ☐ A description of the amount and nature of the fees imposed per N.J.A.C. 5:97-8.3(c) and (d)
- ☐ A description of collection procedures per N.J.A.C. 5:97-8.3(f)
- ☐ A description of development fee appeals per N.J.A.C. 5:97-8.3(g)
- ☐ A provision authorizing COAH to direct trust funds in case of non-compliance per N.J.A.C. 5:97-8.3(h)
- ☐ If part of a court settlement, submit court ordered judgment of compliance, implementation ordinances, information regarding period of time encompassed by the judgment of compliance and a request for review by the court

5. Does the ordinance include an affordability assistance provision per N.J.A.C. 5:97-8.8 (**Note: must be at least 30 percent of all development fees plus interest**)?

☒ Yes (Specify actual or anticipated amount) \$TBD

☐ No **Submit an amended ordinance with provisions for affordability assistance along with a governing body resolution requesting COAH approval of the amended ordinance.)**

- If yes, what kind of assistance is offered?

Down-payment assistance, rental assistance, security deposit assistance, low interest loans, assistance with homeowners association or condo fees and special assessments and converting low income units to very low income units.

- Has an affordability assistance program manual been submitted? ☐ Yes ☒ No

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<sup>1</sup> Any amendment to a previously approved and adopted development fee ordinance must be submitted to COAH along with a resolution requesting COAH's review and approval of the amendment prior to the adoption of said amendment by the municipality.

PAYMENTS-IN-LIEU OF CONSTRUCTING AFFORDABLE UNITS ON  
SITE (N.J.A.C. 5:97-8.4)

1. Does the Fair Share Plan include an inclusionary zoning ordinance that provides for payments-in-lieu as an option to the on-site construction of affordable housing?  
☐ Yes ☒ No (**Skip to the next category; Barrier Free Escrow**)
2. Does the plan identify an alternate site and/or project for the payment-in-lieu funds? (**Optional**)  
☐ Yes (**attach applicable checklist**)  
☐ No (identify possible mechanisms on which payment in lieu will be expended in narrative section of plan.)
3. Does the ordinance include minimum criteria to be met before the payments-in-lieu becomes an available option for developers? (**Optional**)  
☐ Yes (indicate ordinance section) \_\_\_\_\_  
☐ No

BARRIER FREE ESCROW/OTHER FUNDS (N.J.A.C. 5:97-8.5/8.6)

1. Has the municipality collected or does it anticipate collecting fees to adapt affordable unit entrances to be accessible in accordance with the Barrier Free Subcode, N.J.A.C. 5:23-7?  
☐ Yes ☒ No
2. Does the municipality anticipate collecting any other funds for affordable housing activities?  
☐ Yes (specify funding source and amount) \_\_\_\_\_  
☒ No

### SPENDING PLANS (N.J.A.C. 5:97-8 (B))

1. Does the petition include a Spending Plan? (Note: Pursuant to P.L. 2008 c.46, municipalities that do not submit a Spending Plan will forfeit the ability to retain development fees.)  
☒ Yes      ☐ No
2. Does the Spending Plan follow the Spending Plan model **updated October 2008** and available at [www.nj.gov/dca/affiliates/coah/resources/planresources.html](http://www.nj.gov/dca/affiliates/coah/resources/planresources.html)? If yes, skip to next section - Affordable Housing Ordinance.  
☒ Yes      ☐ No
3. If the answer to 1. above is no, indicate that the necessary items below are addressed before submitting the spending plan to COAH:

#### **Information and Documentation**

- ☐ A projection of revenues anticipated from imposing fees on development, based on actual proposed and approved developments and historical development activity;
- ☐ A projection of revenues anticipated from other sources (specify source(s) and amount(s));
- ☐ A description of the administrative mechanism that the municipality will use to collect and distribute revenues;
- ☐ A description of the anticipated use of all affordable housing trust funds pursuant to N.J.A.C. 5:97-8.7;
- ☐ A schedule for the expenditure of all affordable housing trust funds;
- ☐ A schedule for the creation or rehabilitation of housing units;
- ☐ If the municipality envisions being responsible for public sector or non-profit construction of housing, a detailed pro-forma statement of the anticipated costs and revenues associated with the development, consistent with standards required by HMFA or the DCA Division of Housing in its review of funding applications;
- ☐ If the municipality maintains an existing affordable housing trust fund, a plan to spend the remaining balance as of the date of its third round petition within four years of the date of petition;
- ☐ The manner through which the municipality will address any expected or unexpected shortfall if the anticipated revenues from development fees are not sufficient to implement the plan;
- ☐ A description of the anticipated use of excess affordable housing trust funds, in the event more funds than anticipated are collected, or projected funds exceed the amount necessary for satisfying the municipal affordable housing obligation; and
- ☐ If not part of the petition, a resolution of the governing body requesting COAH review and approval of spending plan or an amendment to an approved spending plan.

AFFORDABLE HOUSING ORDINANCE (N.J.A.C. 5:80-26.1 et seq.)

1. Does the Fair Share Plan include an Affordable Housing Ordinance?  
☒ Yes      ☐ No
2. Does the ordinance follow the ordinance model available at [www.nj.gov/dca/affiliates/coah/resources/planresources.html](http://www.nj.gov/dca/affiliates/coah/resources/planresources.html)?      ☐ Yes      ☒ No
3. If the answer to 1. or 2. above is no, indicate that the required items below are addressed before submitting to COAH. If the required items are addressed in ordinances other than an Affordable Housing Ordinance, please explain in a narrative section of the Fair Share Plan.

**Required Information and Documentation**

- ☒ Affordability controls
- ☒ Bedroom distribution
- ☒ Low/moderate-income split and bedroom distribution
- ☒ Accessible townhouse units
- ☒ Sale and rental pricing
- ☒ Municipal Housing Liaison
- ☒ Administrative Agent
- ☒ Reference to the Affirmative marketing plan or ordinance (N.J.A.C. 5:80-26.15)

AFFORDABLE HOUSING ADMINISTRATION (as applicable)

Items that must be submitted with the petition:

- ☒ Governing body resolution designating a municipal housing liaison (COAH must approve) – previously submitted

Items that must be submitted prior to COAH's grant of Substantive Certification:

- ☐ Operating manual for rehabilitation program
- ☐ Operating manual for affordability assistance
- ☐ Operating manual for an Accessory Apartment program
- ☐ Operating manual for a Market-to-Affordable program
- ☐ COAH approved administrative agent if municipal wide

Items that must be submitted prior to any time prior to marketing completed units:

- ☐ COAH approved administrative agent(s) is project specific
- ☐ Operating manual for sale units
- ☐ Operating manual for rental units
- ☐ Affirmative marketing plan or ordinance (N.J.A.C. 5:80-26.15)

## CERTIFICATION

I, Kathleen Grady, have prepared this petition application for substantive certification on behalf of South Brunswick Township. I certify that the information submitted in this petition is complete, true and accurate to the best of my knowledge. I understand that knowingly falsifying the information contained herein may result in the denial and/or revocation of the municipality's substantive certification.

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Signature of Preparer (affix seal if applicable)

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Date

---

Title

N.J.S.A. 2C:21-3, which applies to the certifications, declares it to be a disorderly person offense to knowingly make a false statement or give false information as part of a public record.



## Narrative Section

See housing element and fair share plan for additional narrative.

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# MUNICIPALITY, COUNTY SERVICE LIST

N.J.A.C. 5:96-3.7



A municipality that petitions the Council on Affordable Housing (COAH) for substantive certification or is otherwise participating in COAH's substantive certification process must include an updated service list in order for COAH to review its submittal. At the time it files or petitions for substantive certification a municipality must provide COAH with a Service List which includes the following information (Please print clearly):

1. Current names and addresses of owners of sites included in previously certified or court settled plans that were zoned for low- and moderate-income housing and/or were to pay a negotiated fee(s). Owners of sites that have been completely developed may be excluded;

|                |  |           |  |
|----------------|--|-----------|--|
| PROJECT NAME   |  | BLOCK     |  |
|                |  | LOT       |  |
| PROPERTY OWNER |  | TITLE     |  |
| EMAIL          |  | PHONE NO. |  |
| ADDRESS        |  | FAX NO.   |  |
|                |  |           |  |

|                |  |           |  |
|----------------|--|-----------|--|
| PROJECT NAME   |  | BLOCK     |  |
|                |  | LOT       |  |
| PROPERTY OWNER |  | TITLE     |  |
| EMAIL          |  | PHONE NO. |  |
| ADDRESS        |  | FAX NO.   |  |
|                |  |           |  |

|                |  |           |  |
|----------------|--|-----------|--|
| PROJECT NAME   |  | BLOCK     |  |
|                |  | LOT       |  |
| PROPERTY OWNER |  | TITLE     |  |
| EMAIL          |  | PHONE NO. |  |
| ADDRESS        |  | FAX NO.   |  |
|                |  |           |  |

|                |  |           |  |
|----------------|--|-----------|--|
| PROJECT NAME   |  | BLOCK     |  |
|                |  | LOT       |  |
| PROPERTY OWNER |  | TITLE     |  |
| EMAIL          |  | PHONE NO. |  |
| ADDRESS        |  | FAX NO.   |  |
|                |  |           |  |



**MUNICIPALITY, COUNTY  
SERVICE LIST**

N.J.A.C. 5:96-3.7



|                       |  |                  |  |
|-----------------------|--|------------------|--|
| <b>PROJECT NAME</b>   |  | <b>BLOCK</b>     |  |
|                       |  | <b>LOT</b>       |  |
| <b>PROPERTY OWNER</b> |  | <b>TITLE</b>     |  |
| <b>EMAIL</b>          |  | <b>PHONE NO.</b> |  |
| <b>ADDRESS</b>        |  | <b>FAX NO.</b>   |  |
|                       |  |                  |  |

|                       |  |                  |  |
|-----------------------|--|------------------|--|
| <b>PROJECT NAME</b>   |  | <b>BLOCK</b>     |  |
|                       |  | <b>LOT</b>       |  |
| <b>PROPERTY OWNER</b> |  | <b>TITLE</b>     |  |
| <b>EMAIL</b>          |  | <b>PHONE NO.</b> |  |
| <b>ADDRESS</b>        |  | <b>FAX NO.</b>   |  |
|                       |  |                  |  |



**MUNICIPALITY, COUNTY  
SERVICE LIST**  
N.J.A.C. 5:96-3.7



2. The names and addresses of owners of all new or additional sites included in the Fair Share Plan;

|                       |  |                  |                     |
|-----------------------|--|------------------|---------------------|
| <b>PROJECT NAME</b>   | <u>Buckingham Place</u>                    | <b>BLOCK</b>     | <u>97</u>           |
|                       |  | <b>LOT</b>       | <u>13.07</u>        |
| <b>PROPERTY OWNER</b> | <u>Buckingham Place at South Brunswick</u> | <b>TITLE</b>     |                     |
| <b>EMAIL</b>          | <u>info@buckinghamplace.net</u>            | <b>PHONE NO.</b> | <u>732-329-8888</u> |
| <b>ADDRESS</b>        | <u>155 Raymond Road</u>                    | <b>FAX NO.</b>   | <u>732-329-8813</u> |
|                       | <u>Princeton, NJ 08540</u>                 |                  |                     |

|                       |                              |                  |                     |
|-----------------------|------------------------------|------------------|---------------------|
| <b>PROJECT NAME</b>   | <u>Dungarvin Group Homes</u> | <b>BLOCK</b>     | <u>340</u>          |
|                       |                              | <b>LOT</b>       | <u>2</u>            |
| <b>PROPERTY OWNER</b> | <u>The Chimes</u>            | <b>TITLE</b>     |                     |
| <b>EMAIL</b>          |                              | <b>PHONE NO.</b> | <u>410-358-8843</u> |
| <b>ADDRESS</b>        | <u>4815 Seton Drive</u>      | <b>FAX NO.</b>   | <u>410-358-0031</u> |
|                       | <u>Baltimore, MD 21215</u>   |                  |                     |

|                       |                                      |                  |             |
|-----------------------|--------------------------------------|------------------|-------------|
| <b>PROJECT NAME</b>   | <u>Menowitz Supportive Rentals</u>   | <b>BLOCK</b>     | <u>84</u>   |
|                       |                                      | <b>LOT</b>       | <u>4.03</u> |
| <b>PROPERTY OWNER</b> | <u>Harold and Frederick Menowitz</u> | <b>TITLE</b>     |             |
| <b>EMAIL</b>          |                                      | <b>PHONE NO.</b> |             |
| <b>ADDRESS</b>        | <u>91-31 Queens Blvd.</u>            | <b>FAX NO.</b>   |             |
|                       | <u>Elmhurst, NJ 11373</u>            |                  |             |

|                       |                                    |                  |                                   |
|-----------------------|------------------------------------|------------------|-----------------------------------|
| <b>PROJECT NAME</b>   | <u>Baker – Oventions Site</u>      | <b>BLOCK</b>     | <u>86</u>                         |
|                       |                                    | <b>LOT</b>       | <u>63, 65, 67, 68, 69, 70, 71</u> |
| <b>PROPERTY OWNER</b> | <u>G &amp; T Spilatore, LLC</u>    | <b>TITLE</b>     |                                   |
| <b>EMAIL</b>          |                                    | <b>PHONE NO.</b> |                                   |
| <b>ADDRESS</b>        | <u>191 Old Beekman Road</u>        | <b>FAX NO.</b>   |                                   |
|                       | <u>Monmouth Junction, NJ 08852</u> |                  |                                   |



# MUNICIPALITY, COUNTY SERVICE LIST

N.J.A.C. 5:96-3.7



|                       |                                      |                  |                    |
|-----------------------|--------------------------------------|------------------|--------------------|
| <b>PROJECT NAME</b>   | <u>Matzel &amp; Mumford</u>          | <b>BLOCK</b>     | <u>84</u>          |
|                       | <u>Heritage Site</u>                 | <b>LOT</b>       | <u>4.01, 6, 24</u> |
| <b>PROPERTY OWNER</b> | <u>Harold and Frederick Menowitz</u> | <b>TITLE</b>     |                    |
| <b>EMAIL</b>          |                                      | <b>PHONE NO.</b> |                    |
| <b>ADDRESS</b>        | <u>91-31 Queens Blvd.</u>            | <b>FAX NO.</b>   |                    |
|                       | <u>Elmhurst, NJ 11373</u>            |                  |                    |
|                       |                                      |                  |                    |

|                       |  |                  |              |
|-----------------------|--|------------------|--------------|
| <b>PROJECT NAME</b>   | Woodhaven Terrace<br>(Deans Apartments)    | <b>BLOCK</b>     | <u>90</u>    |
|                       |  | <b>LOT</b>       | <u>54.01</u> |
| <b>PROPERTY OWNER</b> | Deans Apartment, Ltd.<br>c/o TM Associates | <b>TITLE</b>     |              |
| <b>EMAIL</b>          |  | <b>PHONE NO.</b> |              |
| <b>ADDRESS</b>        | 15825 Shady Grove<br>Road, Suite 25        | <b>FAX NO.</b>   |              |
|                       | Rockville, MD 20850                        |                  |              |

|                       |                                   |                  |                       |
|-----------------------|-----------------------------------|------------------|-----------------------|
| <b>PROJECT NAME</b>   | Stover Site                       | <b>BLOCK</b>     | <u>31</u>             |
|                       |                                   | <b>LOT</b>       | <u>35.071, 35.811</u> |
| <b>PROPERTY OWNER</b> | Carl H and Geraldine M.<br>Stover | <b>TITLE</b>     |                       |
| <b>EMAIL</b>          |                                   | <b>PHONE NO.</b> |                       |
| <b>ADDRESS</b>        | 370 Ridge Road                    | <b>FAX NO.</b>   |                       |
|                       | Dayton, NJ 08810                  |                  |                       |



# MUNICIPALITY, COUNTY SERVICE LIST

N.J.A.C. 5:96-3.7



3. Except for Mayors, Clerks, Municipal Attorneys and Municipal Housing Liaisons, which are automatically added to every Service List by COAH, the names and addresses of all municipal employees or designees that the municipality would like notified of all correspondence relating to the filing or petition;

|         |                             |           |                           |
|---------|-----------------------------|-----------|---------------------------|
| NAME    | <u>Mary Beth Lonergan</u>   | TITLE     | <u>Consultant Planner</u> |
| EMAIL   | <u>mblonergan@cchnj.com</u> | PHONE NO. | <u>609-883-8383</u>       |
| ADDRESS | <u>400 Sullivan Way</u>     | FAX NO.   | <u>609-883-4044</u>       |
|         | <u>Trenton, NJ 08628</u>    |           |                           |

|         |  |           |  |
|---------|--|-----------|--|
| NAME    | <u>Matthew U. Watkins</u>                    | TITLE     | <u>Township Manager</u>                |
| EMAIL   | <u>mwatkins@sbtanj.net</u>                   | PHONE NO. | <u>732-329-4000</u><br><u>ext 7301</u> |
| ADDRESS | <u>P.O. Box 190</u>                          | FAX NO.   | <u>732-274-2084</u>                    |
|         | <u>Monmouth Junction, NJ</u><br><u>08852</u> |           |  |

|         |  |           |   |
|---------|--|-----------|---|
| NAME    | <u>Craig Marshall</u>                        | TITLE     | <u>Director of Planning and Community Development</u> |
| EMAIL   | <u>cmarshall@sbtanj.com</u>                  | PHONE NO. | <u>732-329-4000</u><br><u>ext 7240</u>                |
| ADDRESS | <u>P.O. Box 190</u>                          | FAX NO.   | <u>732-274-2084</u>                                   |
|         | <u>Monmouth Junction, NJ</u><br><u>08852</u> |           |   |

|         |  |           |                                |
|---------|--|-----------|--------------------------------|
| NAME    | <u>Benjamin S. Bucca, Esq.</u>           | TITLE     | <u>Planning Board Attorney</u> |
| EMAIL   | <u></u>                                  | PHONE NO. | <u>732-247-0009</u>            |
| ADDRESS | <u>90 Livingston Ave, Ste 2</u>          | FAX NO.   | <u></u>                        |
|         | <u>New Brunswick, NJ</u><br><u>08901</u> |           |                                |

|         |         |           |         |
|---------|---------|-----------|---------|
| NAME    | <u></u> | TITLE     | <u></u> |
| EMAIL   | <u></u> | PHONE NO. | <u></u> |
| ADDRESS | <u></u> | FAX NO.   | <u></u> |
|         | <u></u> |           |         |



# MUNICIPALITY, COUNTY SERVICE LIST

N.J.A.C. 5:96-3.7



The names and addresses of relevant County, Regional and/or State entities; AND

|                |   |                  |                             |
|----------------|---|------------------|-----------------------------|
| <b>NAME</b>    | <u>Mirah Becker</u>                               | <b>TITLE</b>     | <u>                    </u> |
| <b>EMAIL</b>   | <u>Mirah.becker@co.middlesex.nj.us</u>            | <b>PHONE NO.</b> | <u>732-745-3016</u>         |
| <b>ADDRESS</b> | <u>Middlesex County Department of Planning</u>    | <b>FAX NO.</b>   | <u>732-745-3011</u>         |
|                | <u>40 Livingston Ave, New Brunswick, NJ 08901</u> |                  |                             |

|                |  |                  |                             |
|----------------|--|------------------|-----------------------------|
| <b>NAME</b>    | <u>Karl Hartkopf</u>                   | <b>TITLE</b>     | <u>Director of Planning</u> |
| <b>EMAIL</b>   | <u>karl.hartkopf@dca.state.nj.us</u>   | <b>PHONE NO.</b> | <u>609-292-7156</u>         |
| <b>ADDRESS</b> | <u>Office of Smart Growth</u>          | <b>FAX NO.</b>   | <u>609-292-3292</u>         |
|                | <u>P.O. Box 204, Trenton, NJ 08625</u> |                  |                             |

|                |   |                  |                             |
|----------------|---|------------------|-----------------------------|
| <b>NAME</b>    | <u>Middlesex County Planning Board</u>      | <b>TITLE</b>     | <u>                    </u> |
| <b>EMAIL</b>   | <u>                                    </u> | <b>PHONE NO.</b> | <u>732-745-3062</u>         |
| <b>ADDRESS</b> | <u>40 Livingston Avenue</u>                 | <b>FAX NO.</b>   | <u>                    </u> |
|                | <u>New Brunswick, NJ 08901</u>              |                  |                             |

|                |   |                  |                             |
|----------------|---|------------------|-----------------------------|
| <b>NAME</b>    | <u>                                    </u> | <b>TITLE</b>     | <u>                    </u> |
| <b>EMAIL</b>   | <u>                                    </u> | <b>PHONE NO.</b> | <u>                    </u> |
| <b>ADDRESS</b> | <u>                                    </u> | <b>FAX NO.</b>   | <u>                    </u> |
|                | <u>                                    </u> |                  |                             |

|                |   |                  |                             |
|----------------|---|------------------|-----------------------------|
| <b>NAME</b>    | <u>                                    </u> | <b>TITLE</b>     | <u>                    </u> |
| <b>EMAIL</b>   | <u>                                    </u> | <b>PHONE NO.</b> | <u>                    </u> |
| <b>ADDRESS</b> | <u>                                    </u> | <b>FAX NO.</b>   | <u>                    </u> |
|                | <u>                                    </u> |                  |                             |





# MUNICIPALITY, COUNTY SERVICE LIST

N.J.A.C. 5:96-3.7



5. Names of known interested party(ies).

|         |   |           |  |
|---------|---|-----------|--|
| NAME    | <u>David J. Samuel</u>  | TITLE     |  |
| EMAIL   |   | PHONE NO. |  |
| ADDRESS | <u>CM E Associates</u><br><u>3141 Bordentown</u><br><u>Avenue, Parlin, NJ 08859</u> | FAX NO.   |  |

|         |   |           |                     |
|---------|---|-----------|---------------------|
| NAME    | <u>Krystal Odell</u>  | TITLE     | <u>Allies, Inc.</u> |
| EMAIL   | <u>krystal.odell@alliesnj.org</u>   | PHONE NO. | <u>609-689-0136</u> |
| ADDRESS | <u>1262 White Horse-</u><br><u>Hamilton Sq. Rd.,</u><br><u>Building A, Suite 101</u><br><u>Hamilton, NJ 08690</u> | FAX NO.   | <u>609-581-4891</u> |

|         |   |           |  |
|---------|---|-----------|--|
| NAME    | <u>Stephen Gramlich</u>                               | TITLE     |  |
| EMAIL   |   | PHONE NO. |  |
| ADDRESS | <u>220 Swedes Run Road</u><br><u>Delran, NJ 08075</u> | FAX NO.   |  |

|         |   |           |                                       |
|---------|---|-----------|---------------------------------------|
| NAME    | <u>Jon Vogel</u>  | TITLE     | <u>Development</u><br><u>Director</u> |
| EMAIL   |   | PHONE NO. | <u>732-404-4810</u>                   |
| ADDRESS | <u>Avalon Bay Communities</u><br><u>517 Route One South,</u><br><u>Suite 5500, Iselin, NJ</u><br><u>08830</u> | FAX NO.   |                                       |

|         |   |           |  |
|---------|---|-----------|--|
| NAME    | <u>Village Gate at South</u><br><u>Brunswick</u>              | TITLE     |  |
| EMAIL   |   | PHONE NO. |  |
| ADDRESS | <u>16 Microlab Road, Ste A</u><br><u>Livingston, NJ 07039</u> | FAX NO.   |  |

|         |  |           |  |
|---------|--|-----------|--|
| NAME    | <u>New Village Associates</u>                                | TITLE     |  |
| EMAIL   |  | PHONE NO. |  |
| ADDRESS | <u>5 Elm Row</u><br><u>New Brunswick, NJ</u><br><u>08901</u> | FAX NO.   |  |



**MUNICIPALITY, COUNTY**  
**SERVICE LIST**  
N.J.A.C. 5:96-3.7



|                |  |                  |  |
|----------------|--|------------------|--|
| <b>NAME</b>    | Marchese, Mindel and<br>Springberg       | <b>TITLE</b>     |  |
| <b>EMAIL</b>   |  | <b>PHONE NO.</b> |  |
| <b>ADDRESS</b> | <u>5 Elm Row</u>                         | <b>FAX NO.</b>   |  |
|                | <u>New Brunswick, NJ</u><br><u>08901</u> |                  |  |

|                |  |                  |                     |
|----------------|--|------------------|---------------------|
| <b>NAME</b>    | Stephen E. Barcan, Esq.  | <b>TITLE</b>     |                     |
| <b>EMAIL</b>   |  | <b>PHONE NO.</b> | <u>732-636-8000</u> |
| <b>ADDRESS</b> | <u>Wilentz Goldman and</u><br><u>Spitzer, PA</u>   | <b>FAX NO.</b>   | <u>732-855-6117</u> |
|                | <u>90 Woodbridge Center</u><br><u>Drive, Suite 900, Box 10,</u><br><u>Woodbridge, NJ 07095</u> |                  |                     |

|                |                               |                  |                     |
|----------------|-------------------------------|------------------|---------------------|
| <b>NAME</b>    | Art Bernard, PP               | <b>TITLE</b>     |                     |
| <b>EMAIL</b>   | <u>YUKYGOLFER@aol.com</u>     | <b>PHONE NO.</b> | <u>609-397-8070</u> |
| <b>ADDRESS</b> | <u>77 N. Union St.</u>        | <b>FAX NO.</b>   | <u>609-397-8084</u> |
|                | <u>Lambertville, NJ 08530</u> |                  |                     |

|                |   |                  |                     |
|----------------|---|------------------|---------------------|
| <b>NAME</b>    | Kenneth T. Bills, Esq.                                  | <b>TITLE</b>     | <u>Partner</u>      |
| <b>EMAIL</b>   | <u>kbills@greenbaumlaw.com</u>                          | <b>PHONE NO.</b> | <u>732-476-2640</u> |
| <b>ADDRESS</b> | <u>Greenbaum, Rowe, Smith,</u><br><u>and Davis, LLP</u> | <b>FAX NO.</b>   | <u>732-476-2641</u> |
|                | <u>P.O. Box 5600,</u><br><u>Woodbridge, NJ 07095</u>    |                  |                     |

|                |   |                  |                     |
|----------------|---|------------------|---------------------|
| <b>NAME</b>    | Shirley M. Bishop, PP                       | <b>TITLE</b>     |                     |
| <b>EMAIL</b>   | <u>shirleymbishop@aol.com</u>               | <b>PHONE NO.</b> | <u>609-844-7720</u> |
| <b>ADDRESS</b> | <u>993 Lenox Drive, Suite</u><br><u>200</u> | <b>FAX NO.</b>   | <u>609-844-7722</u> |
|                | <u>Lawrenceville, NJ 08648</u>              |                  |                     |



**MUNICIPALITY, COUNTY**  
**SERVICE LIST**  
N.J.A.C. 5:96-3.7



|                |   |                  |  |
|----------------|---|------------------|--|
| <b>NAME</b>    | Joseph DuFour   | <b>TITLE</b>     |  |
| <b>EMAIL</b>   |   | <b>PHONE NO.</b> |  |
| <b>ADDRESS</b> | <u>Providence Corporation</u>                           |                  |  |
|                | <u>250 Mapleton Road,</u><br><u>Princeton, NJ 08540</u> |                  |  |
|                |   | <b>FAX NO.</b>   |  |

|                |   |                  |                     |
|----------------|---|------------------|---------------------|
| <b>NAME</b>    | Richard J. Hoff, Jr., Esq.  | <b>TITLE</b>     |                     |
| <b>EMAIL</b>   | <u>richard.hoff@flastergreenberg.com</u>                          | <b>PHONE NO.</b> | <u>856-382-2249</u> |
| <b>ADDRESS</b> | <u>Commerce Center, 1810 Chapel</u><br><u>Ave. West, 3rd Flr.</u> |                  |                     |
|                | <u>Cherry Hill, NJ</u>  |                  |                     |
|                |   | <b>FAX NO.</b>   | <u>856-661-1919</u> |

|                |   |                  |                     |
|----------------|---|------------------|---------------------|
| <b>NAME</b>    | Henry L. Kent-Smith, Esq.   | <b>TITLE</b>     |                     |
| <b>EMAIL</b>   | <u>henry.kentsmith@bipc.com</u>   | <b>PHONE NO.</b> | <u>609-987-6800</u> |
| <b>ADDRESS</b> | <u>Buchanan, Ingersol &amp;</u><br><u>Rooney, PC, 700</u><br><u>Alexander Park, Suite 300</u> |                  |                     |
|                | <u>Princeton, NJ 08540</u>  |                  |                     |
|                |   | <b>FAX NO.</b>   | <u>609-520-0360</u> |

|                |   |                  |                     |
|----------------|---|------------------|---------------------|
| <b>NAME</b>    | Elizabeth C. McKenzie,<br>PP, AICP                            | <b>TITLE</b>     |                     |
| <b>EMAIL</b>   | <u>ecmcke@embarqmail.com</u>                                  | <b>PHONE NO.</b> | <u>908-782-5564</u> |
| <b>ADDRESS</b> | <u>Elizabeth C. McKenzie,</u><br><u>PP, PA, 9 Main Street</u> |                  |                     |
|                | <u>Flemington, NJ 08822</u>                                   |                  |                     |
|                |   | <b>FAX NO.</b>   | <u>908-782-4056</u> |

|                |  |                  |                     |
|----------------|--|------------------|---------------------|
| <b>NAME</b>    | Jessica S. Pyatt, Esq.   | <b>TITLE</b>     |                     |
| <b>EMAIL</b>   | <u>jpyatt@wilentz.com</u>  | <b>PHONE NO.</b> | <u>732.855.6468</u> |
| <b>ADDRESS</b> | <u>Wilentz, Goldman and</u><br><u>Spitzer, PA, 90</u><br><u>Woodbridge Center</u><br><u>Drive, Suite 900, Box 10</u> |                  |                     |
|                | <u>Woodbridge, NJ 07095-</u><br><u>0958</u>  |                  |                     |
|                |  | <b>FAX NO.</b>   | <u>732.855.6117</u> |



# MUNICIPALITY, COUNTY SERVICE LIST

N.J.A.C. 5:96-3.7



|                |   |                  |                  |
|----------------|---|------------------|------------------|
| <b>NAME</b>    | Reverend DeForest B.<br>Soaries, Jr.            | <b>TITLE</b>     |                  |
| <b>EMAIL</b>   |   | <b>PHONE NO.</b> | 732-828-<br>6447 |
| <b>ADDRESS</b> | First Baptist Church, 630<br>Franklin Boulevard | <b>FAX NO.</b>   |                  |
|                | Somerset, NJ 08873                              |                  |                  |

|                |  |                  |  |
|----------------|--|------------------|--|
| <b>NAME</b>    | The Estate of Edith<br>Mendel, M. Marchese, L.<br>Mindel & S. Springberg | <b>TITLE</b>     |  |
| <b>EMAIL</b>   |  | <b>PHONE NO.</b> |  |
| <b>ADDRESS</b> | 5 Elm Row  | <b>FAX NO.</b>   |  |
|                | New Brunswick, NJ<br>08901   |                  |  |

|                |   |                  |  |
|----------------|---|------------------|--|
| <b>NAME</b>    | SBCDC   | <b>TITLE</b>     |  |
| <b>EMAIL</b>   |   | <b>PHONE NO.</b> |  |
| <b>ADDRESS</b> | South Brunswick<br>Community Development<br>Corporation | <b>FAX NO.</b>   |  |
|                | 3424 Route 27<br>Kendall Park, NJ 08824                 |                  |  |

**Workbook A: Growth Share Determination Using Published Data**  
 (Using Appendix F(2), *Allocating Growth To Municipalities*)

**COAH Growth Projections**  
**Must be used in all submissions**

**Municipality Name:**                      **South Brunswick Township**

Enter the COAH generated growth projections from Appendix F(2) found at the back of N.J.A.C. 5:97-1 et seq. on Line 1 of this worksheet. Use the Tab at the bottom of this page to toggle to the exclusions portion of this worksheet. After entering all relevant exclusions, toggle back to this page to view the growth share obligation that has been calculated. Use these figures in the Application for Substantive Certification.

|  | Residential  | Non-Residential                       |
|--|--|---------------------------------------|
| 1 <b>Enter Growth Projections From Appendix F(2) *</b>   | <b>3,120</b>   | <b>5,178</b>                          |
| 2 <b>Subtract the following Residential Exclusions pursuant to 5:97-2.4(a) from "Exclusions" tab</b>     | <a href="#">Click Here to enter Prior Round Exclusions</a> |                                       |
| COs for prior round affordable units built or projected to be built post 1/1/04                          |  |                                       |
| Inclusionary Development   | 0  |                                       |
| Supportive/Special Needs Housing   | 0  |                                       |
| Accessory Apartments   | 0  |                                       |
| Municipally Sponsored or 100% Affordable   | 0  |                                       |
| Assisted Living  | 0  |                                       |
| Other  | 0  |                                       |
| Market Units in Prior Round Inclusionary development built post 1/1/04                                   | 0  |                                       |
| 3 <b>Subtract the following Non-Residential Exclusions (5:97-2.4(b))</b>                                 |  |                                       |
| Affordable units   | 0  |                                       |
| Associated Jobs  |  | 0                                     |
| 4 <b>Net Growth Projection</b>   | 3,120  | 5,178                                 |
| 5 <b>Projected Growth Share</b> (Conversion to Affordable Units Dividing Households by 5 and Jobs by 16) | <b>624.00</b> <b>Affordable Units</b>                      | <b>323.63</b> <b>Affordable Units</b> |
| 6 <b>Total Projected Growth Share Obligation</b>   |  | <b>948</b> <b>Affordable Units</b>    |

\* For residential growth, see Appendix F(2), Figure A.1, Housing Units by Municipality. For non-residential growth, see Appendix F(2), Figure A.2, Employment by Municipality.



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## **REHABILITATION PROGRAM (N.J.A.C. 5:97-6.2)**

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### **General Description**

Municipality/County: South Brunswick, Middlesex County

Program Name: County Program

Number of proposed units to be rehabilitated: 36

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### **Information and Documentation Required with Petition**

- ☒ Determination of Rehabilitation Share
- ☒ Accept number in N.J.A.C. 5:97 – Appendix B; **OR**
- ☐ Exterior Housing Survey conducted by the municipality
- ☒ Information regarding the rehabilitation program on forms provided by the Council. (If relying on previously submitted 2007 monitoring and/or subsequent CTM update, also check here ☐ in lieu of submitting forms.)
- ☒ Documentation demonstrating the source(s) of funding
- ☒ Municipal resolution appropriating funds from general revenue or a resolution of intent to bond in the event of a funding shortfall
- ☒ Schedule illustrating how the rehabilitation share will be addressed within the period of substantive certification

### **Information and Documentation Required Prior to Substantive Certification**

- ☐ Resolution or executed contract designating an experienced Administrative Agent, and a statement of his/her qualifications, in accordance with N.J.A.C. 5:96-18
- ☐ Draft or adopted rehabilitation operating manual that includes a description of the program procedures and administration including a copy of sample deed restriction and/or lien.
- ☐ Affirmative Marketing Plan for the re-rental of rehabilitated rental units, in accordance with UHAC

## **Rehabilitation Narrative Section**

See housing element and fair share plan for additional narrative.

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## PROJECT / PROGRAM INFORMATION FORM

### PART A – PROJECT HEADER

Municipality: South Brunswick Township

County: Middlesex County

Project or Program Name: County Rehabilitation Program \_\_\_\_\_

**Project Status** (circle current status and enter date of action for that status)

Status Date

Proposed/Zoned

12/10/08 \_\_\_\_\_

Preliminary Approval

\_\_\_\_\_

Final Approval

\_\_\_\_\_

Affordable Units under Construction

\_\_\_\_\_

Completed (all affordable certificates of occupancy (C.O.) issued)

\_\_\_\_\_

Deleted from Plan

(date approved by COAH) \_\_\_\_\_ )

\_\_\_\_\_

**Mechanisms - Project / Program Type** (circle one)

Assisted Living Facility

Alternative Living Arrangement

Accessory Apartment

Market to Affordable

Credits without Controls

ECHO

100 Percent Affordable

Inclusionary

Rehabilitation

Redevelopment

**If an Inclusionary project, identify subtype** (circle all that apply)

Units constructed on-site

Units constructed off-site

Combination

Contributory

Growth Share Ordinance

**If an Alternative Living Arrangement project, identify subtype** (circle one)

Transitional Facility for the Homeless

Residential Health Care Facility

Congregate Living Facility

Group Home

Boarding Homes (A through E) (only eligible for credit for 1987-99 plans)

Permanent Supportive Housing (unit credit)

Supportive Shared Living Housing (bedroom credit)

**PART B – PROJECT DETAIL (Complete all applicable sections)**

**COAH Rules that apply to project:**      Round 1      Round 2      Round 3

**Project Address:** \_\_\_\_\_

**Project Block/Lot/Qualifier (list all)** \_\_\_\_\_

**Project Acreage:** \_\_\_\_\_ **Density:** \_\_\_\_\_ **Set Aside:** \_\_\_\_\_

**Project Sponsor: (circle one)**      Municipally Developed      Nonprofit Developed      Private Developer

**Project Sponsor name:** \_\_\_\_\_

**Project Developer name:** \_\_\_\_\_

**Planning Area (circle all that apply)**

1      2      3      4      4B      5      5B  
Highland Preservation      Highlands Planning Area      Pinelands      Meadowlands  
CAFRA      Category 1 Watershed

**Credit Type**

Prior-cycle (1980 – 1986)      Post-1986 completed      Proposed/Zoned      Rehabilitation

**Credit Sub-Type (if applicable)**

Addressing Unmet Need      Extension of Controls

**Construction Type (circle one)**      New (includes reconstruction and conversions)      Rehabilitation

**Flags (circle all that apply)**      3.1 Phased      Durational Adjustment      Conversion      Court Project

Density Increase Granted      Mediated Project      Overlay Zone      Result of Growth Share Ordinance  
High Poverty Census Tract      Off-Site      Partnership Project      RCA Receiving Project  
Reconstruction      Part of Redevelopment Plan

**Project Waiver granted**      yes      no      **Round waiver was granted**      R1      R2      R3

**Type of Waiver** \_\_\_\_\_

**Number of market units proposed** \_\_\_\_\_ **Number of market units completed** \_\_\_\_\_

**Number of market units with certificates of occupancy issued after 1/1/2004** \_\_\_\_\_

**Number of affordable units under construction** \_\_\_\_\_

**Condo Fee percentage (if applicable)** \_\_\_\_\_

**Affordability Average Percentage <sup>1</sup>** \_\_\_\_\_

<sup>1</sup> “Affordability Average” means an average of the percentage of median income at which restricted units in an affordable development are affordable to low and moderate-income households.

**For Contributory or Combination Sites**

Total payment in lieu of building affordable units on site \_\_\_\_\_

Number of affordable units created with payment \_\_\_\_\_

**Municipal or RCA funds committed to project** \_\_\_\_\_

**Municipal or RCA funds expended** \_\_\_\_\_

**Funding Sources** (circle all that apply)

County HOME   County Rehab Funds   CDBG   Federal Home Loan Bank   HODAG   HUD   HUD 202  
HUD 236   HUD 811   HUD HOPE VI   HUD HOME   McKinney Funds   Fannie Mae Multi-Family  
UDAG   UHORP   USDA-FHA Rural Development   USDA-FHA - Section 515   Development Fees  
Municipal Bond   Municipal Funds   Payment in Lieu   Private Financing   RCA   Capital Funding  
Balanced Housing   Balanced Housing – Home Express   DCA – Low Income House Tax Credit   NPP  
DCA Shelter Support Services   DDD   DHSS   DHHS   HMFA Low Income House Tax Credit  
HMFA   HMFA HOME   MONI   Section 8   Small Cities   Other \_\_\_\_\_

**Effective date of affordability controls** \_\_\_\_\_

**Length of Affordability Controls** (in years) 10 or Perpetual

**Administrative Agent** \_\_\_\_\_

**For Redevelopment Projects**

Does this project require deed restricted units to be removed?      Yes      No

If Yes

# of deed restricted units removed \_\_\_\_\_

# of moderate income units removed \_\_\_\_\_

# of low income units removed \_\_\_\_\_

# of very low income units removed \_\_\_\_\_

# of rental units removed \_\_\_\_\_

# of for-sale units removed \_\_\_\_\_

# of one-bedroom units removed \_\_\_\_\_

# of two-bedroom units removed \_\_\_\_\_

# of three-bedroom units removed \_\_\_\_\_

## PART C – COUNTS

### Affordable Unit Counts

Total non-age-restricted \_\_\_\_\_ Sales \_\_\_\_\_ Rentals \_\_\_\_\_ Total age-restricted \_\_\_\_\_ Sales \_\_\_\_\_ Rentals \_\_\_\_\_

Complete the chart for the number of non-age-restricted and age-restricted units that are **restricted** for the following income categories (do not report on the income levels of residents currently residing in the units)

| <u>Low Income</u>                 | <u>Non-age restricted</u> | <u>Age-restricted</u> |
|-----------------------------------|---------------------------|-----------------------|
| 30% of median income <sup>2</sup> | _____                     | _____                 |
| 35% of median income <sup>3</sup> | _____                     | _____                 |
| 50% of median income              | _____                     | _____                 |
| <u>Moderate Income</u>            |                           |                       |
| 80% of median income              | _____                     | _____                 |

Note: 30% = less than or equal to 30 percent of median income  
35% = greater than 30 percent and less than or equal to 35 percent of median income  
50% = greater than 35 percent and less than or equal to 50 percent of median income  
80% = greater than 50 percent and less than 80 percent of median income

### Bedroom Distribution of Affordable Units

|              |                |       |               |       |               |       |               |       |
|--------------|----------------|-------|---------------|-------|---------------|-------|---------------|-------|
| Sale units   | efficiency low | _____ | 1 bedroom low | _____ | 2 bedroom low | _____ | 3 bedroom low | _____ |
|              | efficiency mod | _____ | 1 bedroom mod | _____ | 2 bedroom mod | _____ | 3 bedroom mod | _____ |
| Rental units | efficiency low | _____ | 1 bedroom low | _____ | 2 bedroom low | _____ | 3 bedroom low | _____ |
|              | efficiency mod | _____ | 1 bedroom mod | _____ | 2 bedroom mod | _____ | 3 bedroom mod | _____ |

### Completed Units

Number of affordable units completed in this project 0 \_\_\_\_\_

Number of affordable units in this project lost through foreclosures, illegal sale or expired affordability controls 0 \_\_\_\_\_

<sup>2</sup> Pursuant to N.J.A.C. 5:97-3.7 units deed restricted to households earning 30% or less of median income may be eligible for Bonus Credit for Very-Low Income Units. (RCA receiving units not eligible for bonus credits)

<sup>3</sup> Pursuant to N.J.A.C. 5:80-26.3(d) At least 10 percent of all low- and moderate-income rental units must be deed restricted to households earning no more than 35 percent of median income

**PART D - (completed by Sending Municipality)**

**For Approved Regional Contribution Agreements (RCA)**

|                             |       |                            |       |
|-----------------------------|-------|----------------------------|-------|
| Sending Municipality        | _____ | County                     | _____ |
| RCA Receiving Municipality  | _____ | County                     | _____ |
| COAH approval date          | _____ |                            |       |
| Number of units transferred | _____ | Cost per unit              | _____ |
| Total transfer amount       | _____ | Amount transferred to date | _____ |

**For Partnership Program**

|                                    |       |                            |       |
|------------------------------------|-------|----------------------------|-------|
| Sending Municipality               | _____ | County                     | _____ |
| Partnership Receiving Municipality | _____ | County                     | _____ |
| Name of Project                    | _____ |                            |       |
| Credits for Sending Municipality   | _____ |                            |       |
| Total transfer amount              | _____ | Amount transferred to date | _____ |

Summary of Sending Municipality's contractual agreement with Partnership Receiving Municipality

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



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## **REHABILITATION PROGRAM (N.J.A.C. 5:97-6.2)**

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### **General Description**

Municipality/County: South Brunswick Township, Middlesex County

Program Name: Municipally Sponsored Program

Number of proposed units to be rehabilitated: 36

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### **Information and Documentation Required with Petition**

- ☒ Determination of Rehabilitation Share
- ☒ Accept number in N.J.A.C. 5:97 – Appendix B; **OR**
- ☐ Exterior Housing Survey conducted by the municipality
- ☒ Information regarding the rehabilitation program on forms provided by the Council. (If relying on previously submitted 2007 monitoring and/or subsequent CTM update, also check here ☐ in lieu of submitting forms.)
- ☒ Documentation demonstrating the source(s) of funding
- ☒ Municipal resolution appropriating funds from general revenue or a resolution of intent to bond in the event of a funding shortfall
- ☒ Schedule illustrating how the rehabilitation share will be addressed within the period of substantive certification

### **Information and Documentation Required Prior to Substantive Certification**

- ☐ Resolution or executed contract designating an experienced Administrative Agent, and a statement of his/her qualifications, in accordance with N.J.A.C. 5:96-18
- ☐ Draft or adopted rehabilitation operating manual that includes a description of the program procedures and administration including a copy of sample deed restriction and/or lien.
- ☐ Affirmative Marketing Plan for the re-rental of rehabilitated rental units, in accordance with UHAC

## **Rehabilitation Narrative Section**

The Township will make a rehabilitation program, operated by Triad Associates, available for rental properties. See housing element and fair share plan for additional narrative.

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## PROJECT / PROGRAM INFORMATION FORM

### PART A – PROJECT HEADER

Municipality: South Brunswick Township

County: Middlesex County

Project or Program Name: Triad Rehabilitation Program \_\_\_\_\_

**Project Status** (circle current status and enter date of action for that status)

Status Date

Proposed/Zoned

12/10/08 \_\_\_\_\_

Preliminary Approval

\_\_\_\_\_

Final Approval

\_\_\_\_\_

Affordable Units under Construction

\_\_\_\_\_

Completed (all affordable certificates of occupancy (C.O.) issued)

\_\_\_\_\_

Deleted from Plan

(date approved by COAH) \_\_\_\_\_ )

\_\_\_\_\_

**Mechanisms - Project / Program Type** (circle one)

Assisted Living Facility

Alternative Living Arrangement

Accessory Apartment

Market to Affordable

Credits without Controls

ECHO

100 Percent Affordable

Inclusionary

Rehabilitation

Redevelopment

**If an Inclusionary project, identify subtype** (circle all that apply)

Units constructed on-site

Units constructed off-site

Combination

Contributory

Growth Share Ordinance

**If an Alternative Living Arrangement project, identify subtype** (circle one)

Transitional Facility for the Homeless

Residential Health Care Facility

Congregate Living Facility

Group Home

Boarding Homes (A through E) (only eligible for credit for 1987-99 plans)

Permanent Supportive Housing (unit credit)

Supportive Shared Living Housing (bedroom credit)

**PART B – PROJECT DETAIL (Complete all applicable sections)**

**COAH Rules that apply to project:** Round 1 Round 2 Round 3

**Project Address:** \_\_\_\_\_

**Project Block/Lot/Qualifier (list all)** \_\_\_\_\_

**Project Acreage:** \_\_\_\_\_ **Density:** \_\_\_\_\_ **Set Aside:** \_\_\_\_\_

**Project Sponsor: (circle one)** Municipally Developed Nonprofit Developed Private Developer

**Project Sponsor name:** \_\_\_\_\_

**Project Developer name:** \_\_\_\_\_

**Planning Area (circle all that apply)**

1 2 3 4 4B 5 5B  
Highland Preservation Highlands Planning Area Pinelands Meadowlands  
CAFRA Category 1 Watershed

**Credit Type**

Prior-cycle (1980 – 1986) Post-1986 completed Proposed/Zoned Rehabilitation

**Credit Sub-Type (if applicable)**

Addressing Unmet Need Extension of Controls

**Construction Type (circle one)** New (includes reconstruction and conversions) Rehabilitation

**Flags (circle all that apply)** 3.1 Phased Durational Adjustment Conversion Court Project

Density Increase Granted Mediated Project Overlay Zone Result of Growth Share Ordinance  
High Poverty Census Tract Off-Site Partnership Project RCA Receiving Project  
Reconstruction Part of Redevelopment Plan

**Project Waiver granted** yes no **Round waiver was granted** R1 R2 R3

**Type of Waiver** \_\_\_\_\_

**Number of market units proposed** \_\_\_\_\_ **Number of market units completed** \_\_\_\_\_

**Number of market units with certificates of occupancy issued after 1/1/2004** \_\_\_\_\_

**Number of affordable units under construction** \_\_\_\_\_

**Condo Fee percentage (if applicable)** \_\_\_\_\_

**Affordability Average Percentage <sup>1</sup>** \_\_\_\_\_

<sup>1</sup> “Affordability Average” means an average of the percentage of median income at which restricted units in an affordable development are affordable to low and moderate-income households.

**For Contributory or Combination Sites**

Total payment in lieu of building affordable units on site \_\_\_\_\_

Number of affordable units created with payment \_\_\_\_\_

**Municipal or RCA funds committed to project** \_\_\_\_\_**Municipal or RCA funds expended** \_\_\_\_\_**Funding Sources** (circle all that apply)

County HOME   County Rehab Funds   CDBG   Federal Home Loan Bank   HODAG   HUD   HUD 202  
HUD 236   HUD 811   HUD HOPE VI   HUD HOME   McKinney Funds   Fannie Mae Multi-Family  
UDAG   UHOPR   USDA-FHA Rural Development   USDA-FHA - Section 515   Development Fees  
Municipal Bond   Municipal Funds   Payment in Lieu   Private Financing   RCA   Capital Funding  
Balanced Housing   Balanced Housing – Home Express   DCA – Low Income House Tax Credit   NPP  
DCA Shelter Support Services   DDD   DHSS   DHHS   HMFA Low Income House Tax Credit  
HMFA   HMFA HOME   MONI   Section 8   Small Cities   Other \_\_\_\_\_

**Effective date of affordability controls** \_\_\_\_\_**Length of Affordability Controls** (in years) 10 or Perpetual**Administrative Agent** \_\_\_\_\_**For Redevelopment Projects**

Does this project require deed restricted units to be removed?      Yes      No

If Yes

# of deed restricted units removed \_\_\_\_\_

# of moderate income units removed \_\_\_\_\_

# of low income units removed \_\_\_\_\_

# of very low income units removed \_\_\_\_\_

# of rental units removed \_\_\_\_\_

# of for-sale units removed \_\_\_\_\_

# of one-bedroom units removed \_\_\_\_\_

# of two-bedroom units removed \_\_\_\_\_

# of three-bedroom units removed \_\_\_\_\_

## PART C – COUNTS

### Affordable Unit Counts

Total non-age-restricted \_\_\_\_\_ Sales \_\_\_\_\_ Rentals \_\_\_\_\_ Total age-restricted \_\_\_\_\_ Sales \_\_\_\_\_ Rentals \_\_\_\_\_

Complete the chart for the number of non-age-restricted and age-restricted units that are **restricted** for the following income categories (do not report on the income levels of residents currently residing in the units)

| <u>Low Income</u>                 | <u>Non-age restricted</u> | <u>Age-restricted</u> |
|-----------------------------------|---------------------------|-----------------------|
| 30% of median income <sup>2</sup> | _____                     | _____                 |
| 35% of median income <sup>3</sup> | _____                     | _____                 |
| 50% of median income              | _____                     | _____                 |
| <u>Moderate Income</u>            |                           |                       |
| 80% of median income              | _____                     | _____                 |

Note: 30% = less than or equal to 30 percent of median income  
35% = greater than 30 percent and less than or equal to 35 percent of median income  
50% = greater than 35 percent and less than or equal to 50 percent of median income  
80% = greater than 50 percent and less than 80 percent of median income

### Bedroom Distribution of Affordable Units

|              |                |       |               |       |               |       |               |       |
|--------------|----------------|-------|---------------|-------|---------------|-------|---------------|-------|
| Sale units   | efficiency low | _____ | 1 bedroom low | _____ | 2 bedroom low | _____ | 3 bedroom low | _____ |
|              | efficiency mod | _____ | 1 bedroom mod | _____ | 2 bedroom mod | _____ | 3 bedroom mod | _____ |
| Rental units | efficiency low | _____ | 1 bedroom low | _____ | 2 bedroom low | _____ | 3 bedroom low | _____ |
|              | efficiency mod | _____ | 1 bedroom mod | _____ | 2 bedroom mod | _____ | 3 bedroom mod | _____ |

### Completed Units

Number of affordable units completed in this project 0 \_\_\_\_\_

Number of affordable units in this project lost through foreclosures, illegal sale or expired affordability controls 0 \_\_\_\_\_

<sup>2</sup> Pursuant to N.J.A.C. 5:97-3.7 units deed restricted to households earning 30% or less of median income may be eligible for Bonus Credit for Very-Low Income Units. (RCA receiving units not eligible for bonus credits)

<sup>3</sup> Pursuant to N.J.A.C. 5:80-26.3(d) At least 10 percent of all low- and moderate-income rental units must be deed restricted to households earning no more than 35 percent of median income

**PART D - (completed by Sending Municipality)**

**For Approved Regional Contribution Agreements (RCA)**

|                             |       |                            |       |
|-----------------------------|-------|----------------------------|-------|
| Sending Municipality        | _____ | County                     | _____ |
| RCA Receiving Municipality  | _____ | County                     | _____ |
| COAH approval date          | _____ |                            |       |
| Number of units transferred | _____ | Cost per unit              | _____ |
| Total transfer amount       | _____ | Amount transferred to date | _____ |

**For Partnership Program**

|                                    |       |                            |       |
|------------------------------------|-------|----------------------------|-------|
| Sending Municipality               | _____ | County                     | _____ |
| Partnership Receiving Municipality | _____ | County                     | _____ |
| Name of Project                    | _____ |                            |       |
| Credits for Sending Municipality   | _____ |                            |       |
| Total transfer amount              | _____ | Amount transferred to date | _____ |

Summary of Sending Municipality's contractual agreement with Partnership Receiving Municipality

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



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## ASSISTED LIVING RESIDENCE (N.J.A.C. 5:97-6.11)

(Submit separate checklist for each site or project)

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### General Description

Municipality/County: South Brunswick, Middlesex County

Project or Program Name: Buckingham Place

Block(s) and Lot(s): Block 97, Lot 13.07

Date facility will be constructed or placed into service: completed

Total units proposed 23

Market-rate units: 89

Affordable units/bedrooms: 23

Number restricted for Medicaid waivers:       

#### Bonuses, if applicable:

Prior Round Rental bonuses as per N.J.A.C. 5:97-3.5 0

Compliance bonuses as per N.J.A.C. 5:97-3.17: 0

Date zoning adopted:        Date Development approvals granted:       

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### Information and Documentation Required with Petition

- ☒ Completed Assisted Living survey form (If project was previously reported in 2007 monitoring and/or subsequent CTM update, also check here ☐ in lieu of submitting forms.)

#### **A general description of the site, including:**

- ☒ Name and address of owner
- ☒ Subject property address
- ☒ Subject property block(s) and lot(s)
- ☒ Subject property total acreage
- ☐ Description of previous zoning
- ☐ Current zoning and date current zoning was adopted
- ☒ Tax maps showing the location of site with legible dimensions (electronic if available)

#### **A description of the suitability of the site, including: (N/A. Project Completed)**

- ☐ Description of surrounding land uses

- ☐ Demonstration that the site has street access
- ☐ Planning Area and/or Special Resource Area designation(s) e.g., PA1, PA2, PA3, PA4, PA5, CAFRA, Pinelands, Highlands, Meadowlands, etc., including a discussion on consistency with the State Development and Redevelopment Plan (SDRP) and/or other applicable special resource area master plans
- ☐ Demonstration that there is or will be adequate water capacity per N.J.A.C. 5:97-1.4 or that the site is subject to a durational adjustment per N.J.A.C. 5:97-5.4
- ☐ Demonstration that there is or will be adequate sewer capacity per N.J.A.C. 5:97-1.4 or that the site is subject to a durational adjustment per N.J.A.C. 5:97-5.4

**A description (including maps if applicable) of any anticipated impacts that result from the following environmental constraints: (N/A. Project Completed)**

- ☐ Wetlands and buffers
- ☐ Steep slopes
- ☐ Flood plain areas
- ☐ Stream classification and buffers
- ☐ Critical environmental site
- ☐ Historic or architecturally important site/district
- ☐ Contaminated site(s); proposed or designated brownfield site
- ☐ Based on the above, a quantification of buildable and non-buildable acreage
- ☐ RFP or Developer's Agreement (N/A. Project Completed)
- ☐ Construction schedule and timetable for each step in the development process (N/A. Project Completed)
- ☐ Pro-forma statement for the project (N/A. Project Completed)
- ☐ Documentation of funding sources (N/A. Project Completed)
- ☐ Municipal resolution appropriating funds from general revenue or a resolution of intent to bond in the event of a funding shortfall (N/A. Project Completed)

**Information and Documentation Required Prior to Marketing the Completed Units or Facility**

- ☐ Resolution or executed contract designating an experienced Administrative Agent, and a statement of his/her qualifications, in accordance with N.J.A.C. 5:96-18
- ☐ A draft or adopted operating manual that includes a description of the program procedures and administration in accordance with UHAC
- ☐ An affirmative marketing plan in accordance with UHAC if the units are not restricted to recipients of Medicaid waivers
- ☒ Check here if the affirmative marketing plan and resolution/contract with an Administrative Agent is being replaced with an executed Memorandum of Understanding with the New Jersey Housing and Mortgage Finance Agency (HMFA)



## **Assisted Living Narrative Section**

See housing element and fair share plan for additional narrative.

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## PROJECT / PROGRAM INFORMATION FORM

### PART A – PROJECT HEADER

Municipality: South Brunswick \_\_\_\_\_ County: Middlesex County \_\_\_\_\_

Project or Program Name: Buckingham Place \_\_\_\_\_

**Project Status** (circle current status and enter date of action for that status)

Status Date

Proposed/Zoned

\_\_\_\_\_

Preliminary Approval

\_\_\_\_\_

Final Approval

\_\_\_\_\_

Affordable Units under Construction

\_\_\_\_\_

Completed (all affordable certificates of occupancy (C.O.) issued)

3/20/02 \_\_\_\_\_

Deleted from Plan

(date approved by COAH) \_\_\_\_\_ )

\_\_\_\_\_

**Mechanisms - Project / Program Type** (circle one)

Assisted Living Facility

Alternative Living Arrangement

Accessory Apartment

Market to Affordable

Credits without Controls

ECHO

100 Percent Affordable

Inclusionary

Rehabilitation

Redevelopment

**If an Inclusionary project, identify subtype** (circle all that apply)

Units constructed on-site

Units constructed off-site

Combination

Contributory

Growth Share Ordinance

**If an Alternative Living Arrangement project, identify subtype** (circle one)

Transitional Facility for the Homeless

Residential Health Care Facility

Congregate Living Facility

Group Home

Boarding Homes (A through E) (only eligible for credit for 1987-99 plans)

Permanent Supportive Housing (unit credit)

Supportive Shared Living Housing (bedroom credit)

**PART B – PROJECT DETAIL (Complete all applicable sections)**

**COAH Rules that apply to project:** Round 1 Round 2 Round 3

**Project Address:** 155 Raymond Road \_\_\_\_\_

**Project Block/Lot/Qualifier (list all)** Block 97, Lot 13.07 \_\_\_\_\_

**Project Acreage:** 7.65 \_\_\_\_\_ **Density:** \_\_\_\_\_ **Set Aside:** \_\_\_\_\_

**Project Sponsor: (circle one)** Municipally Developed Nonprofit Developed Private Developer

**Project Sponsor name:** Buckingham Place at South Brunswick \_\_\_\_\_

**Project Developer name:** Buckingham Place at South Brunswick \_\_\_\_\_

**Planning Area (circle all that apply)**

1 2 3 4 4B 5 5B

Highland Preservation Highlands Planning Area Pinelands Meadowlands

CAFRA Category 1 Watershed

**Credit Type**

Prior-cycle (1980 – 1986) Post-1986 completed Proposed/Zoned Rehabilitation

**Credit Sub-Type (if applicable)**

Addressing Unmet Need Extension of Controls

**Construction Type (circle one)** New (includes reconstruction and conversions) Rehabilitation

**Flags (circle all that apply)** 3.1 Phased Durational Adjustment Conversion Court Project

Density Increase Granted Mediated Project Overlay Zone Result of Growth Share Ordinance

High Poverty Census Tract Off-Site Partnership Project RCA Receiving Project

Reconstruction Part of Redevelopment Plan

**Project Waiver granted** yes no **Round waiver was granted** R1 R2 R3

**Type of Waiver** \_\_\_\_\_

**Number of market units proposed** 89 \_\_\_\_\_ **Number of market units completed** 89 \_\_\_\_\_

**Number of market units with certificates of occupancy issued after 1/1/2004** 0 \_\_\_\_\_

**Number of affordable units under construction** 0 \_\_\_\_\_

**Condo Fee percentage (if applicable)** \_\_\_\_\_

**Affordability Average Percentage <sup>1</sup>** \_\_\_\_\_

<sup>1</sup> "Affordability Average" means an average of the percentage of median income at which restricted units in an affordable development are affordable to low and moderate-income households.

**For Contributory or Combination Sites**

Total payment in lieu of building affordable units on site \_\_\_\_\_

Number of affordable units created with payment \_\_\_\_\_

Municipal or RCA funds committed to project 0 \_\_\_\_\_

Municipal or RCA funds expended 0 \_\_\_\_\_

**Funding Sources** (circle all that apply)

County HOME County Rehab Funds CDBG Federal Home Loan Bank HODAG HUD HUD 202

HUD 236 HUD 811 HUD HOPE VI HUD HOME McKinney Funds Fannie Mae Multi-Family

UDAG UHORP USDA-FHA Rural Development USDA-FHA - Section 515 Development Fees

Municipal Bond Municipal Funds Payment in Lieu Private Financing RCA Capital Funding

Balanced Housing Balanced Housing – Home Express DCA – Low Income House Tax Credit NPP

DCA Shelter Support Services DDD DHSS DHHS HMFA Low Income House Tax Credit

☒ HMFA HMFA HOME MONI Section 8 Small Cities Other \_\_\_\_\_

Effective date of affordability controls \_\_\_\_\_

Length of Affordability Controls (in years) 30 \_\_\_\_\_ or Perpetual

Administrative Agent Buckingham Place at South Brunswick \_\_\_\_\_

**For Redevelopment Projects**

Does this project require deed restricted units to be removed? Yes No

If Yes

# of deed restricted units removed \_\_\_\_\_

# of moderate income units removed \_\_\_\_\_

# of low income units removed \_\_\_\_\_

# of very low income units removed \_\_\_\_\_

# of rental units removed \_\_\_\_\_

# of for-sale units removed \_\_\_\_\_

# of one-bedroom units removed \_\_\_\_\_

# of two-bedroom units removed \_\_\_\_\_

# of three-bedroom units removed \_\_\_\_\_

## PART C – COUNTS

### Affordable Unit Counts

Total non-age-restricted \_\_\_\_\_ Sales \_\_\_\_\_ Rentals \_\_\_\_\_ Total age-restricted 23 \_\_\_\_\_ Sales \_\_\_\_\_ Rentals 23 \_\_\_\_\_

Complete the chart for the number of non-age-restricted and age-restricted units that are **restricted** for the following income categories (do not report on the income levels of residents currently residing in the units)

| <u>Low Income</u>                 | <u>Non-age restricted</u> | <u>Age-restricted</u>   |
|-----------------------------------|---------------------------|-------------------------|
| 30% of median income <sup>2</sup> | _____                     | 1 (Medicaid restricted) |
| 35% of median income <sup>3</sup> | _____                     | _____                   |
| 50% of median income              | _____                     | 22 _____                |
| <u>Moderate Income</u>            |                           |                         |
| 80% of median income              | _____                     | _____                   |

Note: 30% = less than or equal to 30 percent of median income  
35% = greater than 30 percent and less than or equal to 35 percent of median income  
50% = greater than 35 percent and less than or equal to 50 percent of median income  
80% = greater than 50 percent and less than 80 percent of median income

### Bedroom Distribution of Affordable Units

|              |                |       |               |       |               |       |               |       |
|--------------|----------------|-------|---------------|-------|---------------|-------|---------------|-------|
| Sale units   | efficiency low | _____ | 1 bedroom low | _____ | 2 bedroom low | _____ | 3 bedroom low | _____ |
|              | efficiency mod | _____ | 1 bedroom mod | _____ | 2 bedroom mod | _____ | 3 bedroom mod | _____ |
| Rental units | efficiency low | _____ | 1 bedroom low | _____ | 2 bedroom low | _____ | 3 bedroom low | _____ |
|              | efficiency mod | _____ | 1 bedroom mod | _____ | 2 bedroom mod | _____ | 3 bedroom mod | _____ |

### Completed Units

Number of affordable units completed in this project 23 \_\_\_\_\_

Number of affordable units in this project lost through foreclosures, illegal sale or expired affordability controls 0 \_\_\_\_\_

<sup>2</sup> Pursuant to N.J.A.C. 5:97-3.7 units deed restricted to households earning 30% or less of median income may be eligible for Bonus Credit for Very-Low Income Units. (RCA receiving units not eligible for bonus credits)

<sup>3</sup> Pursuant to N.J.A.C. 5:80-26.3(d) At least 10 percent of all low- and moderate-income rental units must be deed restricted to households earning no more than 35 percent of median income

**PART D - (completed by Sending Municipality)**

**For Approved Regional Contribution Agreements (RCA)**

Sending Municipality \_\_\_\_\_ County \_\_\_\_\_

RCA Receiving Municipality \_\_\_\_\_ County \_\_\_\_\_

COAH approval date \_\_\_\_\_

Number of units transferred \_\_\_\_\_ Cost per unit \_\_\_\_\_

Total transfer amount \_\_\_\_\_ Amount transferred to date \_\_\_\_\_

**For Partnership Program**

Sending Municipality \_\_\_\_\_ County \_\_\_\_\_

Partnership Receiving Municipality \_\_\_\_\_ County \_\_\_\_\_

Name of Project \_\_\_\_\_

Credits for Sending Municipality \_\_\_\_\_

Total transfer amount \_\_\_\_\_ Amount transferred to date \_\_\_\_\_

Summary of Sending Municipality's contractual agreement with Partnership Receiving Municipality

\_\_\_\_\_

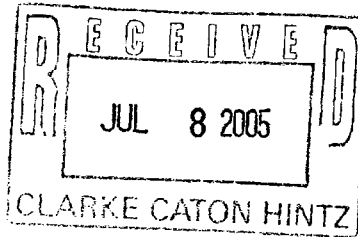
\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_







HUD Mortgagee No.: 30186-0999-7  
Project No.: 035-98006  
Page 1

Record and Return to:

Lisa C. Kern, Paralegal  
Division of Regulatory Affairs  
New Jersey Housing and Mortgage Finance Agency  
637 South Clinton Avenue  
P.O. Box 18550  
Trenton, New Jersey 08650-2085

Buckingham Place at South Brunswick  
HMFA #1261/ASL # 17

**FINANCING, DEED RESTRICTION AND REGULATORY AGREEMENT**

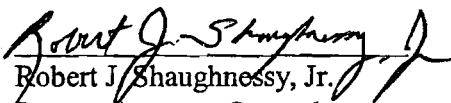
between

**NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY**

and

**BUCKINGHAM PLACE AT SOUTH BRUNSWICK, L.L.C.**

Prepared by:

  
Robert J. Shaughnessy, Jr.  
Deputy Attorney General

**Assisted Living  
Permanent Financing**

## TABLE OF CONTENTS

|             |   |         |
|-------------|---|---------|
| Section 1.  | Definitions and Interpretation .....  | Page 4  |
| Section 2.  | Background and Purpose .....  | Page 9  |
| Section 3.  | Residential Rental Property .....   | Page 10 |
| Section 4.  | Occupancy Restrictions Governing Tenant Incomes .....                           | Page 11 |
| Section 5.  | Representations, Warranties and Covenants of the Owner .....                    | Page 12 |
| Section 6.  | Environmental Representations, Warranties and Covenants of the Owner .....      | Page 15 |
| Section 7.  | Reporting Requirements .....  | Page 16 |
| Section 8.  | Covenants to Run With the Land .....  | Page 17 |
| Section 9.  | Term .....  | Page 18 |
| Section 10. | Disbursement .....  | Page 18 |
| Section 11. | Insurance; Condemnation .....   | Page 18 |
| Section 12. | Taxes, Payments in Lieu of Taxes, and Other Municipal Charges; License Fees ... | Page 20 |
| Section 13. | Liens and Encumbrances .....  | Page 20 |
| Section 14. | Maintenance, Repair and Replacement .....                                       | Page 21 |
| Section 15. | Advance Amortization Payments .....   | Page 22 |
| Section 16. | Reserves .....  | Page 22 |
| Section 17. | Compliance Requirements .....   | Page 23 |
| Section 18. | Lease of Dwelling Units - Maximum Rents .....                                   | Page 25 |
| Section 19. | Consideration for Lease .....   | Page 25 |
| Section 20. | Tenant Security Deposit .....   | Page 25 |
| Section 21. | Account for Project Revenues .....  | Page 26 |
| Section 22. | Inspection of Premises .....  | Page 26 |
| Section 23. | Books and Records .....   | Page 26 |
| Section 24. | Management Agency Contract/Administrator's Contract .....                       | Page 27 |
| Section 25. | Prohibited Actions .....  | Page 27 |
| Section 26. | Change of Owner Status .....  | Page 28 |
| Section 27. | Estoppel .....  | Page 28 |
| Section 28. | Financing Statements .....  | Page 28 |
| Section 29. | Assignment .....  | Page 29 |
| Section 30. | Defaults .....  | Page 29 |
| Section 31. | Remedies .....  | Page 30 |
| Section 32. | Anticipatory Breach .....   | Page 32 |
| Section 33. | Expenses Due to Default .....   | Page 32 |
| Section 34. | Amendments; Notices; Waivers .....  | Page 33 |
| Section 35. | Severability .....  | Page 34 |
| Section 36. | Personal Liability .....  | Page 34 |

|             |  |         |
|-------------|--|---------|
| Section 37. | Counterparts .....   | Page 34 |
| Section 38. | Disclaimer of Warranties, Liability, Indemnification ..... | Page 35 |
| Section 39. | Filing .....   | Page 36 |
| Section 40. | Governing Law .....  | Page 36 |
| Section 41. | Equal Opportunity and Nondiscrimination .....              | Page 36 |
| Section 42. | Investment Funding and Return on Investment .....          | Page 36 |
| Section 43. | Applicability and Conflict of Terms and Conditions .....   | Page 37 |
| Section 44. | Miscellaneous .....  | Page 37 |
| Schedule A. | Legal Description  |         |

**THIS FINANCING, DEED RESTRICTION AND REGULATORY AGREEMENT** (this "Agreement"), is made and entered into as of May 9<sup>th</sup>, 2002, between the **NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY** (the "Agency"), a body politic and corporate and an instrumentality exercising public and essential governmental functions of the State of New Jersey, created pursuant to the New Jersey Housing and Mortgage Finance Agency Law of 1983, N.J.S.A. 55:14K-1 et seq. (the "Act") and **BUCKINGHAM PLACE AT SOUTH BRUNSWICK, L.L.C.** (together with its successors and assigns, the "Owner"), a Limited Liability Company duly organized and validly existing under the laws of the State, duly authorized to transact business in the State of New Jersey, and a qualified housing sponsor within the meaning of the Act.

WITNESSETH:

In consideration of the mutual covenants and undertakings set forth herein, and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the Agency and the Owner hereby agree as follows:

**Section 1. Definitions and Interpretation**

The following terms shall have the respective meanings set forth below:

"Act" means the New Jersey Housing and Mortgage Finance Agency Law of 1983, as amended from time to time, P.L. 1983, c. 530, N.J.S.A. 55:14K-1 et seq.

"Agency Regulations" means the regulations promulgated by the Agency pursuant to the Act and any policies, procedures or guidelines issued by the Agency with respect to the housing projects financed by the Agency under the Act, all of the foregoing as they may be amended from time to time.

"ALR Code" means the Standards for Licensure of Assisted Living Residences, Comprehensive Personal Care Homes and Assisted Living Programs, N.J.A.C. 8:36-1 through 16, any other regulations promulgated under the authority of the Health Care Facilities Planning Act N.J.S.A. 26:2H-1 et seq. as amended from time to time.

"Assignment of Leases" means the Assignment of Leases between the Owner and Agency given by the Owner to the Agency as additional security for the repayment of the First Mortgage Loan.

"Assisted Living" means the coordinated array of personal and health services and the provision of living arrangements, all as defined in the ALR Code.

"Assisted Living Residence" shall have the meaning assigned to such term as defined in the ALR

Code.

**"Bonds"** means the New Jersey Housing and Mortgage Finance Agency Multi-Family Housing Revenue Bonds, 2000 Series C, issued under the Resolution.

**"Code"** means the Internal Revenue Code of 1986, as amended.

**"Continuing Disclosure Agreement"** means the Continuing Disclosure Agreement between the Agency and the Trustee pertaining to the Bonds as the same may hereafter be modified, supplemented or amended.

**"Environmental Laws"** shall mean and include any Federal, State, or local statute, law, ordinance, code, rule, regulation, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic, or dangerous waste, substance, element, compound, mixture or material, as now or at any time hereafter in effect including, without limitation, the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980 as amended, 42 U.S.C. Sections 9601 et seq., the Federal Hazardous Materials Transportation Act, as amended 42 U.S.C. Section 1801 et seq., the Federal Resource Conservation and Recovery Act as amended, 42 U.S.C. Sections 6901 et seq., the Superfund Amendments and Reauthorization Act, 42 U.S.C. Sections 9601 et seq., the Federal Toxic Substances Control Act, 15 U.S.C. Sections 2601 et seq., the Federal Hazardous Material Transportation Act, 49 U.S.C. Sections 1801 et seq., the Federal Clean Air Act, 42 U.S.C. Section 7401 et seq., the Federal Water Pollution Control Act, 33 U.S.C. Section 1251 et seq., the Rivers and Harbors Act of 1899, 33 U.S.C. Sections 401 et seq., the Residential Lead-Based Paint Hazard Reduction Act of 1992, 42 U.S.C. Sections 4852d, the New Jersey Environmental Cleanup Responsibility Act, as amended N.J.S.A. 13:1K-6 et seq., the New Jersey Industrial Site Recovery Act, N.J.S.A. 13:1K-6 et seq., the Spill Compensation and Control Act, as amended, N.J.S.A. 58:10-23.11, et seq., the New Jersey Tank Registration Act, N.J.S.A. 58:10A-21 et seq., the New Jersey Water Pollution Control Act, as amended, N.J.S.A. 58:10A-1 et seq., and all rules and regulations adopted and publications promulgated thereto, or any other so-called "Superfund" or "Superlien" laws, or any other Federal, state or local environmental law, ordinance, rule, or regulation, as any of the foregoing have been, or are hereafter amended.

**"Event of Default"** means any of the events set forth in Section 30 of this Agreement.

**"First Mortgage"** means the first mortgage to be given by the Owner to the Agency to secure the payment of the First Mortgage Note I and the First Mortgage Note II.

**"First Mortgage Loan"** means the first mortgage loan to be made to the Owner by the Agency to finance or refinance a portion of the cost of the development, construction and/or acquisition of the Project, which is evidenced by the First Mortgage Note I and First Mortgage Note II and secured by the First Mortgage.

**"First Mortgage Note I"** means the interest bearing, non-recourse promissory note, to be made by the Owner to the Agency, that contains the promise of the Owner to pay the sum of money stated therein at the times stated therein and that evidences the obligation of the Owner to repay the First Mortgage Loan. Funds for this First Mortgage Note I were derived from the sale of 2001 Series C taxable bond funds.

**"First Mortgage Note II"** means the interest bearing, non-recourse promissory note, to be made by the Owner to the Agency, that contains the promise of the Owner to pay the sum of money stated therein at the times stated therein and that evidences the obligation of the Owner to repay the First Mortgage Loan. Funds for this First Mortgage Note II were derived in part from the sale of 2001 Series C taxable bond funds, and/or from NJHMFA Administrative Funds. This First Mortgage Note II shall be used as needed pursuant to the terms of the First Mortgage Note II.

**"Hazardous Materials"** shall mean and include those elements, materials, compounds, mixtures or substances which are contained in any list of hazardous substances adopted by the United States Environmental Protection Agency (the "EPA") or any list of toxic pollutants designated by Congress, the EPA, or the New Jersey Department of Environmental Protection ("NJDEP"), or which are defined as hazardous, toxic, pollutant, infectious, flammable or radioactive by any of the Environmental Laws, and, whether or not included in such lists, shall be deemed to include all products or substances containing petroleum, asbestos, lead, and polychlorinated biphenyls.

**"IRS Regulations"** means the regulations promulgated or proposed by the United States Department of the Treasury or the Internal Revenue Service pursuant to the Code, and to the extent applicable, pursuant to the Internal Revenue Code of 1954, as both may be amended from time to time, including all rules, rulings, policies, and official statements issued by the United States Department of the Treasury or the Internal Revenue Service.

**"Land"** means the real property described in Schedule "A" attached hereto and made a part hereof.

**"Loan Documents"** means and includes this Agreement, the First Mortgage, the First Mortgage Note I, the First Mortgage Note II, the Assignments of Leases, the UCC-1 Financing Statements, the Security Agreements and in the event the Project is receiving Tax-Exempt Financing, the Tax Certificate.

**"Low Income Tenants"** means occupants of the Project who have income of 50 percent or less of the area median gross income, adjusted for family size, as determined under Section 142(d) of the Code..

**"Mortgage"** means the First Mortgage.

**"Mortgage Loan"** means the First Mortgage Loan.

**"Mortgage Note I"** means the First Mortgage Note I.

**"Mortgage Note II"** means the First Mortgage Note II

**"Permitted Encumbrances"** means any

- (i) Utility, access and other easements and rights of way, restrictions and exceptions that do not, individually or in the aggregate, materially impair the utility or value of the Project or Land for the purposes for which it is intended;
- (ii) Liens which are being contested in good faith and for which the Owner has provided security satisfactory to the Agency;
- (iii) Liens subordinate to the First Mortgage Loan arising due to any monies loaned in connection with the Project or other monies loaned to the Owner, provided such liens are disclosed to and approved by the Agency in writing; and
- (iv) Any other encumbrances approved by the Agency in writing.

**"Project"** means the multifamily assisted living residential rental project constructed and/or rehabilitated and otherwise financed with the proceeds of the First Mortgage Loan along with all other improvements to be constructed or located on the Land.

**"Qualified Bond Counsel"** means an attorney or law firm acceptable to the Agency with respect to the issuance of bonds by States and their political subdivisions for the purpose of financing housing projects.

**"Qualified Project Period"** means the period beginning on the first day on which 10 percent of the residential units in the Project are occupied and ending on the latest of--

- (i) the date which is 15 years after the date on which 50 percent of the residential units in the Project are occupied,
- (ii) the 1st day on which no tax-exempt private activity bond issued with respect to the Project is outstanding, or
- (iii) the date on which any assistance provided with respect to the Project under Section 8 of the United States Housing Act of 1937 terminates.

**"Residential Rental Project"** means a qualified residential rental project as defined in Section 142(d) of the Code.

**"Resolution"** means the General and Series Resolutions and/or supplemental Resolutions of the Agency authorizing the sale and issuance of the Agency's Bonds, in connection with the financing or refinancing of the Project.

**"Second Mortgage" or "Subordinate Mortgage"** means the financing provided by Thrift Institutions Community Investment Corporation of New Jersey ("TICIC") in the amount not to exceed \$3,500,000.00 at an interest rate not to exceed 9.5% to be paid out of surplus cash flow (after payment of operating expenses and funding of all required reserves) that is subordinate to the Agency's first mortgage permanent loan on this project. This loan amount may be increased to \$3,750,000.00 subject to the approval of the Board of Directors of the New Jersey Housing and Mortgage Finance Agency at its meeting on May 16, 2002. TICIC shall have a second mortgage lien on this project. In no event shall the Second Mortgage cause the debt service coverage on this project to drop below 1.20% when fully stabilized at 93% occupancy. The parties agree that until such time as the operations and cash flow of the facility are able to satisfy the monthly payment on the Second Mortgage the monthly payment will be paid from a source other than the project or project funds, specifically not from the working capital account held by the Agency.

**"Security Agreements"** means the Security Agreements of even date herewith by and between the Agency and the Owner.

**"Servicing Fee"** means the servicing fee that is due from the Owner to the Agency as set forth in the First Mortgage Note I and First Mortgage Note II.

**"State"** means the State of New Jersey.

**"Tax Certificate"** means the Tax Certificate for Borrowers of Tax-Exempt Bond Proceeds, the form of which is attached hereto as Schedule "B" if the Project is receiving Tax-Exempt Financing, if applicable.

**"Tax Credits"** means low income housing tax credits that the Project may receive pursuant to the Code, if applicable.

**"Tax-Exempt Financing"** means financing received by the Owner, a 501(c)(3) non-profit corporation duly organized and validly existing under the laws of the State, from the proceeds of the tax-exempt Bonds issued by the Agency, the interest on which is excludable from gross income for purposes of Federal or State income taxation, if applicable.

**"Trustee"** means the institution named under the Resolution and designated to act as trustee thereunder with respect to the Bonds, and its successors.



"UCC-1 Financing Statements" means the UCC-1 Financing Statements between the Owner and Agency given by the Owner to the Agency as additional security for the repayment of the First Mortgage Loan.

## **Section 2. Background and Purpose**

The Owner will construct and shall own, maintain, and operate the Project and the Land. The Project consists of 112 units having a total of 117 beds of assisted living housing located at 155 Raymond Road, Lot 97, Block 13.07 in the Municipality of South Brunswick, County of Middlesex, State of New Jersey. To obtain financing for the Project, the Owner has applied to the Agency for the First Mortgage Loan pursuant to the provisions of the Act. The Project and the Land constitute a "housing project" as defined in the Act.

In connection with its application for the First Mortgage Loan, the Owner has furnished to the Agency Project information, including the description of the Land on which the Project is to be situated, plans and specifications for the construction of the Project, the tenant population which is to be housed in the Project, the number of units of each type to be included therein, the estimated cost of providing the Project, information as to the projected income and expenses of the Project once completed and placed in operation and arrangements for the payments in lieu of taxes with respect to the Project. In approving the application and as a basis for providing the First Mortgage Loan, the Agency has relied upon all of the foregoing Project information.

The First Mortgage Loan will be an "eligible loan," as defined in the Act, and is evidenced by the First Mortgage Note I and the First Mortgage Note II and is secured by the First Mortgage, which constitutes a valid first lien on the Project and Land. The Agency intends to make the First Mortgage Loan from funds obtained or to be obtained through the issuance of Bonds and/or from Agency Administrative funds. To secure payment of the Bonds, if issued, the Agency will pledge payments due from the Owner from its repayment of the First Mortgage Loan, when made. As a condition of the Agency's approval of the Owner's application for the First Mortgage Loan, the Owner and the Agency have entered into the Loan Documents.

The Owner and Agency acknowledge that the Owner is not receiving Tax-Exempt Financing and is not receiving Tax Credits. Accordingly, the Owner acknowledges that none of the provisions concerning Tax-Exempt Financing are applicable and that none of the provisions concerning Tax Credits are applicable.

The First Mortgage is to be insured by the US Department of Housing and Urban Development ("HUD") pursuant to Section 542(c) of the Housing and Community Development Act of 1992 and the regulations set forth at 24 CFR Part 266 (the "HUD Risk-Sharing Program").

In addition to the First Mortgage Loan, the Owner has obtained and the Agency has approved funding for the Project as follows:

- (a) The Owner will pledge all of its development fee.
- (b) The Owner will make an investment in the Project as provided in Section 42 of this Agreement.
- (c) A Second Mortgage in the amount not to exceed \$3,500,000.00 from TICIC. (Note that this Second Mortgage amount may be increased to \$3,750,000.00 subject to the approval of the Board of Directors of New Jersey Housing and Mortgage Finance Agency.
- (d) Owner will provide a Letter of Credit or Cash in the amount of \$250,000.00.

**Section 3. Residential Rental Property**

The Owner hereby represents, covenants, warrants and agrees that:

- (a) The Project shall be owned, managed, and operated as an Assisted Living multi-family residential rental property and adult medical daycare center. The Project shall be comprised of a building or structure or several buildings or structures containing similarly constructed dwelling units, together with any functionally related and subordinate facilities and such other non-dwelling units as approved by the Agency, except that in the event the Project receives Tax-Exempt Financing or Tax Credits, the Project shall consist solely of a Residential Rental Project and adult medical daycare and no commercial or other facilities may be part of the Project unless permitted by the Agency, the ALR Code, the Code or IRS Regulations.
- (b) The Project shall be licensed by the N.J. Department of Health, contain one or more similarly constructed dwelling units, each of which will contain at a minimum one unfurnished room, a private bathroom, a kitchenette and a lockable door on the unit entrance, all of which shall meet the standards set forth in the ALR Code. In the event, the Project receives Tax-Exempt financing or Tax Credits, each unit shall also contain such facilities as required by the Code or IRS Regulations.
- (c) None of the units in the Project will be utilized at any time for an initial lease term of less than six months or as a hotel, motel, dormitory, fraternity house, sorority house, rooming house, nursing home, hospital, sanitarium, rest home, life care facility, trailer court or park.
- (d) All of the units shall be rented or available for rent on a continuous basis to members of the general public who have been assessed to need Assisted Living services, including residents who require formal long-term care, and the Owner will not give preference to any particular class or group in renting the dwelling units in the Project, except to the extent that dwelling units are required to be leased or rented to tenants as provided under Section 4 of this Agreement.
- (e) In the event the Project receives Tax-Exempt Financing or Tax Credits, the Project shall

comply with any additional requirements of the Code or IRS Regulations dealing with the residential character of the Project.

**Section 4. Occupancy Restrictions Governing Tenant Income**

The Owner acknowledges that as a condition of receiving financing pursuant to the Act, there are limits on the maximum income that tenants may earn in order to be eligible to lease, occupy, and/or reside in a dwelling unit at the Project. The Owner agrees to comply with the income restrictions as set forth in the Act and the Agency Regulations promulgated under the Act governing income restrictions.

The Owner also acknowledges that, in the event the Project receives Tax-Exempt Financing, there may be additional limits on the maximum income that tenants may earn in order to be eligible to lease, occupy and/or reside in a dwelling unit at the Project. In such event, the Owner agrees to comply with the income restrictions as set forth in the Code or IRS Regulations governing income restrictions.

In compliance with the foregoing income restrictions, the Owner agrees to rent at least 20% percent or twenty-two (22) of the units at the Project to tenants whose income does not exceed 50% percent of the area's median income adjusted for family size as median income is defined by the United States Department of Housing and Urban Development, from time to time and 5% of the 20% set aside for residents will be affordable to people who are Medicaid eligible, or otherwise in accordance with all applicable law. The Owner acknowledges that if the income restrictions set forth in this paragraph are more restrictive than the restrictions prescribed under the Act and/or the Code, that the Owner will abide by such restrictions as an inducement for and part of the consideration for the Agency to make the First Mortgage Loan.

In the event the Project is receiving Tax-Exempt Financing, the Owner hereby represents, warrants and covenants that at all times throughout the Qualified Project Period, not less than 20 percent of the units shall be leased to qualified Low-Income Tenants. For purposes of complying with these requirements, any dwelling unit occupied by an individual or family who is a Low-Income Tenant at the commencement of occupancy shall continue to be treated as if occupied by a Low-Income Tenant even though such individual or family subsequently ceases to be a Low-Income Tenant. The preceding sentence shall not apply to any resident whose income as of the most recent income determination exceeds 140 percent of the income limit applicable to such resident, if after such determination, but before the next determination, any residential unit of comparable or smaller size in the Project is occupied by a new resident whose income exceeds the applicable income limit. If a unit is vacated by an individual or family who qualified as a Low-Income Tenant, such dwelling unit shall be treated as occupied by a Low-Income Tenant until reoccupied (other than for a temporary period of not more than 31 days), at which time the character of the unit shall be redetermined. All dwelling units have been and shall be occupied by or held available for rental only to members of the general public who have been assessed to need Assisted Living services, including residents who require formal long-term care, without regard to race, creed, religion, national origin or sex.

The Owner agrees to rent 5% of the units for Low-Income Tenants to individuals who are Medicaid eligible in compliance with the Agency Regulations governing Assisted Living Residences, or the minimum percentage of units as required by applicable law, whichever is greater.

In addition, if the Project is receiving Tax-Exempt Financing, the Owner hereby represents, warrants and covenants that at all times throughout the Qualified Project Period, the Owner shall comply with its representations, warranties and covenants in the Tax Certificate.

In compliance with the HUD Risk-Sharing Program the Owner agrees to rent not less than 20 percent of the units to tenants whose income does not exceed 50 percent of the area's median income adjusted for family size, as median income is defined by US Department of Housing and Urban Development.

In the event of a conflict among the above requirements, the most stringent shall apply.

**Section 5. Representations, Warranties and Covenants of the Owner**

The Owner represents, warrants and covenants that:

(a) The Owner (i) is a Limited Liability Company duly organized and validly existing under the laws of the State, duly authorized to transact business in the State and a qualified housing sponsor within the meaning of the Act, (ii) has provided the Agency with a true and complete filed copy of its Certificate of Filing for Limited Liability Company and Operating Agreement, with all amendments to any such documents, (iii) has the power and authority to own its properties and assets including the Project and Land and to carry on its business as now being conducted (and as now contemplated), and (iv) has the power to execute and perform all the undertakings of this Agreement, and the other Loan Documents.

(b) To the best of the Owner's knowledge after due and diligent inquiry, the execution and performance of this Agreement, the other Loan Documents and other instruments required pursuant to this Agreement by the Owner (i) shall not violate or, as applicable, have not violated, any provision of law, rule or regulations, any order of any court or other agency or government or any provision of any document to which the Owner is a party, and (ii) will not violate or, as applicable, have not violated, any provision of any indenture, agreement or other instrument, or result in the creation or imposition of any lien, charge or encumbrance of any nature other than the liens created hereby or permitted hereunder.

(c) All necessary action has been taken by the Owner to authorize the Owner's execution, delivery and performance of the Loan Documents.

(d) The Loan Documents have been duly executed and delivered by the Owner and constitute the valid and legally binding obligations of the Owner, enforceable against the Owner in accordance with their respective terms.

(e) The Owner has, at the time of execution of this Agreement, good and marketable fee simple title to the Project and an Undivided Interest in the Land free and clear of any lien or encumbrance, except for Permitted Encumbrances. It will continue to retain ownership of the Project and Land during the term of the First Mortgage, subject to the terms of this Agreement and the other Loan Documents, the Act, the Agency Regulations, the ALR Code and if applicable, the Code or IRS Regulations.

(f) There is no arbitration, mediation or other dispute resolution proceeding now pending or, to the knowledge of the Owner after due and diligent inquiry, threatened against or affecting it, or any of its properties or rights, which, if adversely determined, would materially impair its right to carry on business as now conducted, or as contemplated to be conducted under this Agreement, or would materially adversely affect its financial condition.

(g) There is no action, suit or proceeding at law or in equity or by or before any governmental instrumentality or other agency now pending, or, to the knowledge of the Owner after due and diligent inquiry, threatened against or affecting it, or any of its properties or rights, which, if adversely determined, would materially impair its right to carry on business substantially as now conducted, or as contemplated to be conducted under this Agreement, or would materially adversely affect its financial condition.

(h) The operation of the Project in the manner presently contemplated and as described in this Agreement will not conflict with any zoning, water or air pollution or other ordinance, order, law or regulation applicable thereto. The Owner has caused the Project to be designed in accordance with all Federal, State and local laws or ordinances (including rules and regulations), and the ALR Code relating to zoning, building, safety and environmental quality. Further, the Owner has or will receive all necessary governmental approvals and building permits for the Project.

(i) The Owner has filed or caused to be filed by it all Federal, State and local tax returns which are required to be filed by it, and has paid or caused to be paid all taxes as shown on said return(s) or on any assessment received by it, to the extent that such taxes have become due.

(j) The Owner is not in material default in the performance, observance or fulfillment of any other obligations, covenants or conditions contained in any material agreement or instrument to which it is a party (including the Certificate of Need issued by the Department of Health).

(k) To the best of its knowledge after due and diligent inquiry, the information contained in the legal description of the Land as set forth in Schedule "A" is accurate in all material respects and does not contain any untrue statements of a material fact or omit to state a material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading.

(l) If the Agency issues Bonds to finance the Project, all information contained in the Preliminary Official Statement and Official Statement as it relates to the Owner, the Project and the Land, as of the date on which the Preliminary Official Statement and Official Statement are furnished to the underwriter, did not and will not contain any untrue statement of a material fact and did not and will not omit to state a material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading. If the Project receives Tax-Exempt Financing, the Owner shall not take or permit any action to be taken which would have the effect, directly or indirectly, of causing interest on any Bonds to be included in gross income for purposes of Federal or State income taxation.

(m) The Owner has not and will not execute any other agreement with provisions contradictory to, or in opposition to, the provisions hereof or the Loan Documents and in any event the Owner acknowledges that the requirements of this Agreement and the other Loan Documents are paramount and controlling as to the rights and obligations therein and shall supersede any other requirements in conflict therewith.

(n) All statements contained in all applications, correspondence or other materials as amended from time to time and delivered to the Agency by the Owner in connection with its First Mortgage Loan or relating to the Project and/or the Land are accurate in all material respects and do not contain any untrue statements of a material fact or omit to state a material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading.

(o) The Owner will not permit any modification or amendment of the Owner's charter, articles of incorporation, by-laws or partnership agreement or other governing instrument or instruments, or a transfer of any stock or ownership interest, which would materially impair its right to carry on business as now conducted, or as contemplated to be conducted under this Agreement.

(p) The representations, covenants and warranties of the Owner contained in this Agreement on the date of its execution are true and shall continue to be true at all times during the term of this Agreement. The Owner has a continuing obligation to notify the Agency if any of the representations, covenants and warranties contained in this Agreement are no longer true.

(q) No event has occurred and no condition exists which constitutes an Event of Default under this Agreement or the other Loan Documents or which, but for a requirement of notice or lapse of time, or both, would constitute such an Event of Default.

(r) A true copy of the entire contract for construction of the Project, with all modifications and addenda to date, has been delivered to the Agency and no default exists under said contract.

(s) The Owner has entered into an agreement with the municipality in which the Land is situated providing for real property tax abatement or payments in lieu of taxes by the Owner with respect to

the Project and Land; a true copy of such agreement including any amendments thereto has been furnished to the Agency; such agreement is in full force and effect and no proceedings questioning its validity are pending or threatened.

(t) The Owner has provided the Agency with a 100% payment and performance bond in a form acceptable to the Agency to ensure that the Project has been properly completed in accordance with the plans and specifications and that all contractors, subcontractors, suppliers, materialmen, and vendors performing work on the Project have been paid.

(u) At the time of completion of the construction of the Project, the Owner shall obtain valid releases acceptable to the Agency from all contractors and subcontractors who have performed work on the Project.

#### **Section 6. Environmental Representations, Warranties and Covenants of the Owner**

The Owner represents, warrants and covenants as follows:

(a) Neither Owner nor, to the best of the Owner's knowledge, information and belief, any prior owner or any current or prior tenant, subtenant, or other occupant of all or any part of the Project or Land has used or is using Hazardous Materials on, from or affecting the Project or Land in any manner that violates any Environmental Law, and no Hazardous Materials have been or will be disposed of or stored on the Project or Land intentionally or unintentionally, directly or indirectly, or by any person whether related or unrelated to Owner.

(b) The Owner has received no notice from any person or entity, public or private, claiming any violation of any Environmental Law with regard to the Project or Land. There have been no claims, litigation, administrative proceedings, whether actual or threatened, or judgments or order relating to any Hazardous Materials, hazardous wastes, discharges, emissions, or other forms of pollution relating to the Project and/or Land.

(c) The Project and Land does not contain any asbestos-containing material in friable form, and there is no current and will be no future airborne contamination of the Project or Land by asbestos fiber, including any potential contamination that would be caused by maintenance or tenant activities in the Project.

(d) To the best of the Owner's knowledge, information and belief, there have been no Hazardous Materials, hazardous substances or hazardous wastes, as defined by the Industrial Site Recovery Act, N.J.S.A. 13:1K-6 et seq. (P.L. 1993, C.112), Spill Compensation and Control Act (N.J.S.A. 58:10-23.11 et seq.), CERCLA as amended (42 U.S.C. Subsection 9601 et seq.), or any other applicable Environmental Laws generated, manufactured, refined, transported, treated, stored, handled, discharged, spilled or disposed of on the Project and/or Land.

(e) There are no underground storage tanks in the Project or on the Land except as disclosed to the Agency in the Phase I Environmental Site Assessment prepared by VanSant Consulting dated September 28, 1998 (the "Environmental Report"), a copy of which was provided to the Agency. The Owner agrees to maintain, operate, monitor or close all underground storage tanks strictly in compliance with the applicable Environmental Laws.

(f) There is no lead-based paint hazard at the Project and no lead-contaminated soil on the Land except as disclosed to the Agency in the Environmental Report. The Owner agrees to perform any lead-hazard abatement or remediation activities with the approval of the Agency and strictly in compliance with applicable Federal and State laws and regulations. The Owner of any housing constructed prior to 1978 ("Target Housing") agrees to provide lead warning statements and to disclose known lead-based paint hazards to all tenants and prospective tenants in Target Housing as required by 42 U.S.C. Section 4852d and the Federal regulations promulgated thereunder.

(g) The Project is not located within "freshwater wetlands" or a "transition area", each as defined by N.J.S.A. 13:9B-3, and will be or has been constructed in compliance with the New Jersey Freshwater Wetlands Protection Act, as amended, N.J.S.A. 13:9B-1 et seq., and the rules and regulations promulgated thereunder.

(h) The Owner will construct, maintain, and operate the Project and Land, and will cause its tenants to use and operate the Project and Land, in compliance with all Environmental Laws.

#### **Section 7. Reporting Requirements**

The Owner agrees to comply with the following reporting requirements:

(a) The Owner shall obtain from each tenant, prior to the date of such tenant's initial occupancy in the Project, an income certification in the form required by the Agency, or in the event the Project receives Tax-Exempt Financing, the Owner shall obtain the certification in the form required by the Code or IRS Regulations. The Owner shall obtain income recertifications from each tenant at such times as required by the Act or the Agency Regulations or, if applicable, the Code or IRS Regulations.

(b) The Owner shall file with the Agency, (i) on the fifth calendar day of each month, copies of the initial occupancy income certifications specified in Section 7(a) hereof obtained by the Owner during the previous month and (ii) within 45 calendar days of the end of each calendar year copies of the recertifications specified in Section 7(a) hereof, or at such other times as required by the Act or the Agency Regulations or, if applicable, the Code or IRS Regulations.

(c) The Owner shall maintain complete and accurate records beginning with the date of



initial occupancy pertaining to the income of each tenant and rent charged to tenants residing in the Project, and shall permit, with or without notice to the Owner, any duly authorized representative of the Agency to inspect the books and records of the Owner pertaining to the incomes of and rent charged to all tenants residing in the Project.

(d) The Owner shall maintain and/or provide to the Agency such other reports, records and information as required by the Act, the Agency Regulations, the ALR Code or, if applicable, the Code or IRS Regulations.

(e) In the event the Project is receiving Tax-Exempt Financing, the Owner shall submit to the Secretary of the United States Department of the Treasury, at such time and in such manner such certifications as are required by the Tax-Exempt Financing. A copy of such certification shall be sent to the Agency.

(f) The Owner shall provide the Agency with a true copy of all inspection survey reports issued by the Department of Health under the State Health Facilities Inspection Program, as well as any deficiency notices, waivers or requests for waivers, as provided for under the ALR Code and a true copy of all renewals of the Project's license issued under the ALR Code, within five (5) business days of receipt of same by Owner.

#### **Section 8. Covenants to Run With the Land**

(a) The Agency and the Owner hereby declare their understanding and intent that the burden of the covenants, reservations and restrictions set forth in this Agreement touch and concern the Land in that the Owner's legal interest in the Project and Land is rendered less valuable thereby. The Agency and the Owner hereby further declare their understanding and intent that the benefit of such covenants, reservations and restrictions touch and concern the Project and Land by enhancing and increasing the enjoyment and use of the Project and the Land by the tenants, contemplated under this Agreement and by furthering the public purposes for which the First Mortgage Loan is made and the Bonds, if any, are to be issued. The covenants, reservations and restrictions hereof shall apply uniformly to the entire Project and Land. Except as provided in subsection (b) below, the covenants, reservations and restrictions set forth herein shall be deemed covenants running with the Land and shall pass to and be binding upon the Owner's assigns and successors in title to the Land or Project. Each and every contract, deed or other instrument hereafter executed covering or conveying the Project or the Land or any portion thereof shall conclusively be held to have been executed, delivered and accepted subject to such covenants, reservations and restrictions, regardless of whether such covenants, reservations and restrictions are set forth in such contract, deed or other instruments. If a portion or portions of the Project or Land are conveyed, all of such covenants, reservations and restrictions shall run to each portion of the Project and Land.

(b) Upon termination of this Agreement in accordance with Section 9 hereof, said

covenants, reservations and restrictions shall expire and in such event, the Agency shall, at the expense of the Owner, execute any and all instruments reasonably required to evidence of record the satisfaction, cancellation and discharge of this Agreement.

**Section 9. Term**

This Agreement shall remain in full force and effect until all indebtedness from the Owner to the Agency with respect to the Project shall have been paid in full in accordance with the provisions of this Agreement, the First Mortgage Note I, the First Mortgage Note II and the other Loan Documents, provided however that (a) if the First Mortgage Loan is prepaid, this Agreement shall remain in effect as provided in the Agency Regulations governing prepayment, and (b) if the Project is receiving Tax-Exempt Financing, this Agreement shall remain in full force and effect for a period not less than the Qualified Project Period.

**Section 10. Disbursement**

Upon and subject to the terms and conditions of this Agreement, the First Mortgage, the First Mortgage Note I and the First Mortgage Note II, the Agency agrees to disburse to the Owner as described herein a First Mortgage Loan in the aggregate amount of the lesser of (a) the principal sum set forth in the First Mortgage Note I and the First Mortgage Note II or (b) 90 percent of the total Project cost established by the Agency.

**Section 11. Insurance; Condemnation**

During the term of the First Mortgage Loan, the Owner shall cause all the Property and the fixtures and articles of personal property covered by the First Mortgage to be insured against loss by fire and against loss by such other hazards as may be required by the Agency for the benefit of the Agency including but not by way of limitation flood insurance if any part of the Project is located in an area designated by or on behalf of the Federal government as having specific flood hazard. Such insurance shall be written by such companies, in such forms as are satisfactory to the Agency, in an amount not less than the full replacement value of the Project. The Owner shall assign and deliver the policies to the Agency. The Agency shall be listed as mortgagee, loss payee and additional insureds under such policies. Such policies shall provide that the insurer may not cancel the policy and will not refuse to renew the policy except after thirty (30) days written notice to the Agency. If the Agency shall not receive evidence satisfactory to it of the existence of effective insurance coverage as required by the Agency, the Agency may (but shall not be required to) obtain such coverage, and the Owner shall reimburse the Agency on demand for any premiums paid for insurance procured by the Agency, and until so reimbursed the amount of such premiums shall be added to the principal sum of the First Mortgage Loan and shall bear interest at the interest rate in the First Mortgage Loan.

If the Project shall be damaged, destroyed or taken by condemnation (in whole or in part), the Agency shall direct the Owner to promptly reconstruct the Project to substantially the same condition as existed prior

to such damage, destruction or condemnation, with such changes, alterations and modifications as may be desired by the Owner and approved by the Agency, provided that the plans and specifications for reconstruction of the Project are approved by the Agency and, in the Agency's determination, the proceeds of the insurance or of the damages or award received as a consequence of such damage, destruction or condemnation, together with any other money available for such purpose, are sufficient to pay the cost of such reconstruction and upon completion of the reconstruction of the Project it shall be financially feasible, and the Agency makes the insurance proceeds available to Owner for reconstruction.

In the event of reconstruction of the Project, the Agency, upon receipt of a written request by the Owner that payments are required for such purpose, shall apply so much as may be necessary of such proceeds of the insurance and any investment income earned thereon to the payment of the costs of such reconstruction as such work progresses.

No money shall be disbursed to pay the costs of reconstruction unless no Event of Default then exists hereunder and unless the Agency first shall have received all of the following:

(a) a certificate from the Owner to the effect that:

(1) the full amount of such disbursement and all of the prior disbursements constitute proper and reasonable costs of reconstruction work performed or materials delivered to the site of the Project;

(2) all work performed and material furnished for the reconstruction of the Project have been in accordance with plans and specifications; and

(3) all such work has been performed to the satisfaction of the architect retained to prepare the plans and specifications for reconstruction of the Project.

(b) appropriate insurance from a title insurance company, licensed to do business in the State and acceptable to the Agency, insuring that there are no liens or encumbrances on the Project other than Permitted Encumbrances;

(c) if the location of any improvement is to be altered, a currently dated, certified survey showing that all improvements are on the Land within any required set-backs and do not encroach on the real property of others; and

(d) a certificate signed by the Owner that the Project remains financially feasible; and

(e) evidence satisfactory to the Agency that the Owner's license to operate the Project under the ALR Code remains in full force and effect.

If, in the Agency's reasonable determination, the proceeds of the insurance or of the damages or award received as a result of damage, destruction or condemnation together with any other money available for such purpose are not sufficient to pay the cost of reconstruction or if the Project will not be financially feasible or will not be relicensed under the ALR Code upon such reconstruction, then the proceeds of such insurance shall be applied to the indebtedness on the First Mortgage Loan, as determined applicable by the Agency. Nothing in this Section shall affect the lien of this Agreement and the First Mortgage Loan or the liability of the Owner for payment of the entire balances of the First Mortgage Loan.

The Owner shall maintain continuously in effect such other insurance coverage of the types and in the amounts specified by the Agency, including worker's compensation insurance and other insurance required by law with respect to employees of the Owner, and liability insurance with limits of not less than \$1,000,000 per accident or occurrence on account of personal injury, including death resulting therefrom, and \$1,000,000 per accident or occurrence on account of damage to the property of others, and a blanket excess liability policy in an amount not less than \$10,000,000.00 protecting the Owner and the Agency against any loss or liability or damage for personal injury or property damage with respect to the Project. The Owner shall also maintain use and occupancy insurance covering loss of revenues derived from the Project by reason of interruption, total or partial, of the use of the Project resulting from loss or physical damage thereto in an amount not less than one year's gross rental income. The Owner shall carry fidelity bond insurance covering all employees of the Owner authorized to handle the revenues derived from the Project in an amount equal to one-half times the maximum monthly rent roll.

In the event the Project receives financing from proceeds of Bonds, the Owner covenants and agrees to provide such additional insurance coverage as required in the Resolution.

**Section 12. Taxes, Payments in Lieu of Taxes and Other Municipal Charges; License Fees,**

The Owner covenants and agrees to pay all taxes, payments in lieu of taxes, assessments, water charges, sewer charges, license fees under the ALR Code and other charges imposed on the Project or Land by the municipality, county, State or other governmental body having jurisdiction over the Project. If such charges are not paid by the Owner, the Agency may pay the same. Any such sum(s) so paid by the Agency shall be payable by the Owner on demand by the Agency and until paid the amount of such sums shall be added to the principal sum of the First Mortgage Loan and shall bear interest at the interest rate in the First Mortgage Loan

**Section 13. Liens and Encumbrances**

The Owner covenants and agrees to maintain its right, title and interest in the Property, Project, Land and all items enumerated in the First Mortgage, as security for repayment of the First Mortgage Loan, free and clear of all liens, security interests and other encumbrances except for Permitted Encumbrances and those

exceptions identified and set forth in a certain title insurance commitment issued to the Agency by Riverside Title Agency, Inc., as agent for Commonwealth Land Title Insurance Company, dated July 1, 1999, updated December 1, 2001 and continued through the date of execution of the Loan Documents and identified as Title # RDT-02-188, continued to the date of this Agreement, as accepted by the Agency. The foregoing covenant and agreement shall not prevent the Owner from leasing or renting the Project or Land in the manner as otherwise provided in this Agreement. Except with the written consent of the Agency, the Owner will not install any item of tangible personal property as part of the fixtures or furnishings of the Project which is subject to a purchase money lien or security interest.

The Agency may, at its sole option, pay the amount necessary to discharge any lien or other encumbrance, and the Owner shall reimburse the Agency upon demand for any amounts so paid, provided, however that Agency first gives notice and a forty-five (45) day period for Owner to have same removed of record. Until reimbursement of the Agency of any amounts so paid, such amount shall be added to the principal sum as defined in the First Mortgage Loan and shall bear interest at the interest rate in the First Mortgage Loan.

#### **Section 14. Maintenance, Repair and Replacement**

The Owner covenants and agrees to maintain the Project and the Land, including, but not limited to, the dwelling units contained therein, any related facilities, the appurtenant equipment and grounds in good repair and condition so as to provide decent, safe and sanitary housing accommodations. In the event that any investigation, site monitoring, containment, clean-up, removal, restoration, remediation, or other remedial work of any kind or nature (the "Remedial Work") is required under any applicable Environmental Laws at, on, about, under or within the Project or Land, the Owner agrees to commence and diligently perform and complete such Remedial Work in compliance with all applicable Environmental Laws, at its own expense. In the event the Owner shall fail to timely commence, perform and complete such Remedial Work, the Agency may, at its sole and absolute discretion, cause such Remedial Work to be performed and the Owner shall reimburse the Agency upon demand for all costs incurred by the Agency in connection with the performance, completion and monitoring of such Remedial Work. Until reimbursement of the Agency of any costs so incurred, such amount shall be added to the principal sum as defined in the First Mortgage Loan and shall bear interest at the interest rate in the First Mortgage Loan.

The Owner will not make any substantial alteration in the Project after completion of the Project without the consent of the Agency, which consent will not be unreasonably withheld, delayed or conditioned nor will the Owner permit the removal of any fixtures or articles of personal property except with the consent of the Agency and in connection with the replacement thereof with appropriate property of at least equal value that is free of all liens or claims.

The Owner will not demolish any part of the Project, substantially subtract from or permit any waste of the real or personal property comprising the Project or Land, or make any alteration which will increase the

hazard of fire or other casualty.

#### **Section 15. Advance Amortization Payments**

Because the public purposes of the Agency include maximizing the period during which the dwelling units in the Project are available to persons whose incomes do not exceed the maximums provided by the Act, the Agency Regulations, and if applicable, the Code or IRS Regulations, the Owner shall not make any advance principal repayment except as allowed by the Agency Regulations and if the Project is financed by Bonds, as allowed under the Resolution. With respect to any advance amortization payment, if the Agency shall have consented thereto, the Owner shall, if the applicable First Mortgage Loan is financed from Bonds, pay to the Agency an amount sufficient (a) to enable the Agency to redeem Bonds of the appropriate series in the principal amount as required under the Resolution, (b) to pay the interest accrued and to accrue on the Bonds to be redeemed to the redemption date thereof, (c) to pay the redemption premium, if any, on the Bonds to be redeemed, (d) to pay the cost and expense of the Agency in effecting the redemption of the Bonds to be redeemed including reasonable legal fees and any court costs of the Agency, as determined by the Agency, including any investment shortfall resulting from liquidation of investments, and (e) to pay any other cost, expense and liability incurred by the Agency in connection with the financing of the Project and issuance of its Bonds for such purpose not previously paid or provided for by the Agency including, without limitation, underwriting discount or other unamortized Bond discount; provided, however, that only the amount of such advance amortization payment applied as provided in (a) above shall be credited against the unpaid balance of the First Mortgage Loan.

#### **Section 16. Reserves**

On the date of the execution of this Agreement, the Owner will deposit with the Agency the following amounts (in cash unless otherwise indicated), which will serve as a reserve against late payments and be available to pay expenses when due:

- (a) one monthly installment of debt service on the First Mortgage Note I, including principal and interest;
- (b) an amount equal to one-half ( $\frac{1}{2}$ ) of the estimated annual insurance payments;
- (c) an amount equal to one-quarter ( $\frac{1}{4}$ ) of the estimated annual real property taxes or payments in lieu of taxes;
- (d) an amount equal to one-quarter ( $\frac{1}{4}$ ) of the annual mortgage insurance premium. In addition to the reserve for mortgage insurance premiums, the initial mortgage insurance premium in the amount of \$16,753.08 shall be due and payable simultaneously with the execution of this Agreement; and

(e) an amount equal to one (1) day's operating expenses, including debt service, and the expenses of tenant services and meals as determined by the Agency. Thereafter the Owner must continue to fund the operating reserve until it reaches 75 days worth of operating expenses in order for the Owner to be eligible to receive a return on its investment pursuant to Section 42; and

Commencing on the Amortization Date as defined in the First Mortgage Note I and the First Mortgage Note II and each month thereafter the Owner will deposit with the Agency:

(f) one-twelfth (1/12) of the estimated annual amounts necessary to pay taxes or payments in lieu of taxes and insurance premiums;

(g) an amount equal to one-twelfth (1/12) the amount of \$600 per unit for one year and thereafter such sum as the Agency may determine pursuant to its established management policy as a reserve for repairs and replacement; and

(h) one-twelfth (1/12) of the annual mortgage insurance premium set forth in paragraph (d) above. The annual amount due for mortgage insurance premiums shall be based upon .375% of the Principal Sum set forth in Section 1 of the First Mortgage Loan, notwithstanding when the entire Principal Sum has been disbursed. The annual amount due for mortgage insurance premiums shall not be adjusted due to any amortization, partial prepayment or other reduction in the Principal Sum.

All reserves required pursuant to this Section shall be held in escrow accounts under the sole control of the Agency and shall be paid out for the benefit of the Project as needed on request of the Owner or on the Agency's own initiative. Any interest which may be earned on such reserves shall remain in the escrow accounts and shall be used for similar purposes unless the Owner and Agency mutually agree to apply the funds to some other Project purpose.

If the Agency determines that the reserves specified herein are insufficient to insure prompt payment of taxes, payments in lieu of taxes, insurance premiums, or to properly fund painting, decorating, repair and replacement needs with respect to the Project, or to fund daily operating expenses, then the Agency may require increases in the required reserves necessary to assure proper funding.

Additionally, the Project shall establish from funds otherwise distributable to the Owner as a return on investment, as provided in Section 42 hereof, a Service Subsidy Escrow account. Funds paid into the Service Subsidy Escrow account shall be set up and administered by the Agency and utilized to subsidize the costs of rent and services for Low-Income tenants in need of such assistance, as determined by the Agency.

#### **Section 17. Compliance Requirements**

The Owner covenants and agrees to comply with the Act, the Agency Regulations, and the ALR Code

and with any amendments or supplements to the Act, Agency Regulations or the ALR Code. If the Project receives Tax-Exempt Financing the Owner covenants and agrees to comply with the Code or IRS Regulations and with any amendments or supplements to the Code or IRS Regulations, and, in addition, if the Project receives Tax-Exempt Financing, the Owner shall comply with its representations and covenants in the Tax Certificate throughout the term hereof.

The Owner acknowledges that the proceeds of the First Mortgage Loan have been or are expected to be funded through the issuance of Bonds. The Owner agrees that it will execute and be bound by any amendments to this Agreement or the other Loan Documents and any additional documents as may be required by Qualified Bond Counsel for the issuance of the Bonds and/or to comply with the Code or IRS Regulations. The Owner further agrees to comply with any other requirements of the Agency that Qualified Bond Counsel reasonably believes to be necessary in connection with its marketing and issuance of Bonds. To the extent any amendments, modifications or changes to the Code or IRS Regulations shall, in the written opinion of Qualified Bond Counsel, impose requirements upon the construction, rehabilitation, ownership, occupancy or operation of the Project, the parties agree that this Agreement and/or the other Loan Documents shall be amended and modified in accordance with such requirements. The parties hereto agree to execute, deliver, and record, if applicable, any and all documents or instruments necessary in the opinion of and in the form approved by Qualified Bond Counsel to effectuate the intent of this Section.

If the Project receives financing from proceeds of Bonds, the Owner acknowledges receipt of the Continuing Disclosure Agreement, and the Owner agrees that in the event it subsequently becomes an "Obligated Person" meeting the objective criteria set forth in the Continuing Disclosure Agreement, it shall provide the Agency with the Obligated Person Data (as defined in the Continuing Disclosure Agreement) and the audited general financial purpose financial statements referred to in the Continuing Disclosure Agreement at the times necessary so as to allow the Agency to file the Annual Reports provided for in the Continuing Disclosure Agreement.

At the time of execution of the Loan Documents, the Owner and Agency acknowledge that the Owner is not receiving Tax-Exempt Financing and is not receiving Tax Credits. Accordingly, the Owner acknowledges that none of the provisions concerning Tax-Exempt Financing are applicable and that none of the provisions concerning Tax Credits are applicable.

The Owner further covenants and agrees to comply with all applicable requirements of the HUD Risk-Sharing as set forth in Section 542(c) of the Housing and Community Development Act of 1992 and regulations promulgated hereunder. Not by way of limitation of the foregoing, the Owner covenants and agrees that so long as the First Mortgage is insured pursuant to the HUD Risk-Sharing Program it shall:

(a) not use tenant selection procedures that discriminate against families with children, except in case of a project that constitutes housing for older persons as defined in Section 807(b) of the Fair Housing Act 42 U.S.C. 3607 (b) (2);



(b) not discriminate against any family because of the sex of the head of household;

(c) comply with the Fair Housing Act, as implemented by 24 CFR part 100; Titles II and III of the Americans with Disabilities Act of 1990, as implemented by 28 CFR part 35; section 3 of the of the Housing and Urban Development Act of 1968 (12 U. S. C. 1701u), as implemented by 24 CFR part 135; the Equal Credit Opportunity Act, as implemented by 12 CFR 202; Executive Order 11063, as amended, and implemented by 24 CFR part 107; Executive Order 11246, as implemented by 41 CFR part 60; other applicable Federal laws and regulations issued pursuant to these authorities and applicable State and local fair housing and equal opportunity laws.

#### **Section 18. Lease of Dwelling Units - Maximum Rents**

The Owner shall offer dwelling units for lease and occupancy in strict accordance with the Act or Agency Regulations governing tenant marketing, eligibility and selection. The form of lease to be used by the Owner in leasing to residential tenants shall be previously approved by the Agency and shall comply in all respects with the Agency Regulations and the requirements of the Agency. Initial rents may not exceed such amounts as approved by the Agency. In the event the Project receives Tax-Exempt Financing, rents may not exceed such amounts as prescribed by the Code or IRS Regulations. The form and terms of all leases for any other portion of the Project and/or Land, if permitted under this Agreement, are subject to the prior consent of the Agency. Rent increases for any dwelling unit shall be made pursuant to procedures prescribed by the Agency Regulations, or, if applicable, ALR Code, the Code or IRS Regulations.

#### **Section 19. Consideration for Lease**

The Owner covenants and agrees not to require as a condition of the occupancy or leasing of any dwelling unit in the Project and not to accept or allow any employee or agent to accept any consideration other than the prepayment of the first month's rent plus a security deposit not in excess of one and one-half (1½) month's rent unless otherwise approved in writing by the Agency to guarantee the performance of the covenants of the lease or occupancy agreement.

The Owner shall develop and implement a policy and procedure for handling the monthly personal needs allowance for each Assisted Living tenant who receives supplemental security income ("SSI") or general public assistance, as required by the ALR Code.

#### **Section 20. Tenant Security Deposit**

The Owner covenants and agrees to deposit all monies paid to the Owner by any residential tenant as a security deposit for the payment of rent in a separate interest bearing bank account held and maintained in accordance with applicable law, the ALR Code and instructions of the Agency as to its custody and control.

The Owner may deduct from the interest earned on such security deposits an amount not to exceed that permitted by the ALR Code to cover the costs of servicing and processing the accounts.

**Section 21. Account for Project Revenues**

The Owner covenants and agrees to establish an account for Project revenues with a bank or trust company or savings and loan institutions approved by the Agency and maintaining an office within the State, the deposits of which are insured by the Federal Deposit Insurance Corporation. "Project Revenues" shall mean all rents and other revenues of any type whatsoever received in respect of the Project or the Owner, except for advances of the First Mortgage Loan. Project Revenues shall be deposited in such account. If the Agency so elects, this account shall be under the joint control of the Agency and the Owner, with all withdrawals requiring a countersignature by one of the authorized representatives of the Agency.

The Owner may not withdraw or use Project Revenues except to pay debt service due under the First Mortgage Note I and the First Mortgage Note II, the Servicing Fee or other Project expenses approved by the Agency or return on investment payments due under Section 42 hereof. Project Revenues may not be transferred to or invested in any other accounts or investment vehicles, except as permitted by Agency Regulations.

**Section 22. Inspection of Premises**

The Owner covenants and agrees to permit the Agency, its agents or representatives to enter upon and inspect the Project without prior notice, pursuant to the provisions of the Act.

Additionally, the Owner covenants and agrees to permit the Department of Health, its agents or representatives to enter upon and inspect ("survey") the Project for purposes of conducting all surveys of the Project as deemed necessary by the Department of Health in order to assure Project compliance with the ALR Code and as provided by the ALR Code.

The Owner further covenants and agrees to permit HUD officials or employees to inspect the Project upon request of the Assistant Secretary for Housing-Federal Housing Commissioner.

**Section 23. Books and Records**

The Owner covenants and agrees to maintain adequate books and records of its transactions with respect to the Project in the form required by the Agency. Such books and records shall be available for inspection and audit by the Agency or its agents at any time during business hours, with or without notice, pursuant to the provisions of the Act. The Owner further covenants and agrees to cause its financial affairs to be audited at least annually by independent certified public accountants and shall furnish the Agency with the audit report of such accountants when received and in any event within three (3) months of the close of each

of its fiscal years. The Owner shall adopt and use such uniform systems of accounts and records as may from time to time be required by the Agency.

The Owner shall further make books and records available for HUD or U.S. General Accounting Office ("GAO") review. The audit shall also comply with standards for financial audits of the GAO's government auditing standard, issued by the Comptroller of the United States.

**Section 24. Management Agent Contract/Administrator's Contract**

The Owner may, and if the Agency so elects, shall, contract for the services of a firm experienced in real estate management to act as the managing agent for the Project. The selection of any such managing agent, the scope of the agent's duties and the basis of the agent's compensation shall be subject to the approval of the Agency, and any contract for the employment of any managing agent shall provide that such contract may be terminated by the Agency at any time by notice of such determination by the Agency given to the Owner and managing agent.

The Owner may elect to contract for the services of an administrator along with an alternate administrator (per ALR Code) for the Project with real estate and health facility management experience. The administrator and the alternate administrator shall be qualified in accordance with the ALR Code. The selection of any such administrator shall be subject to the approval of the Agency, and any contract for the employment of any administrator shall provide that such contract may be terminated by the Agency at any time by notice of such determination by the Agency given to the Owner and the administrator.

**Section 25. Prohibited Actions**

Except with the express approval of the Agency, the Owner shall not:

- (a) incur any liabilities except in connection with the acquisition, construction, rehabilitation, repair, improvement and rental of the Project and Land, and its operation and maintenance;
- (b) engage in any business activity except the ownership and operation of the Project and Land;
- (c) enter into contracts to be paid from Project Revenues for managers, attorneys, accountants, or other services without the prior written approval of the Agency;
- (d) pay more than the fair market value thereof for goods or services;
- (e) transfer or invest Project Revenues in any other accounts or investment vehicles, except as permitted by Agency Regulations; or

(f) pay compensation from Project Revenues to any officer, director, member, partner, or shareholder in his capacity as such or make any cash distribution to any of the foregoing; provided, however, that if no Event of Default has occurred, and upon full funding of the 75-day operating reserve, the Owner may make distributions annually of a return on investment in an amount not to exceed the amount permitted under the Act, the Agency Regulations, and then only to the extent of its retained earnings not previously distributed, or as otherwise approved by the Agency. The Owner, however, shall not make any distribution payment without the express agreement of the Agency that retained earnings (or other funds) are available for such distribution.

#### **Section 26. Change of Owner Status**

The Owner shall not dissolve, liquidate, sell, transfer, convey or exchange the Project and/or Land or any portion thereof without prior approval of the Agency, which approval shall not be unreasonably withheld, delayed or conditioned in compliance with the Agency Regulations and the Department of Health in compliance with ALR Code. The Owner shall not dissolve, liquidate, sell, transfer, convey or exchange any shares, partnership or other ownership interest in the Owner except in accordance with the Agency Regulations and ALR Code. The Owner shall notify in writing and obtain the agreement in writing of any buyer or successor or other person acquiring the Project or Land or any interest therein, in a form acceptable to the Agency, that such acquisition is subject to the requirements of the Loan Documents, Act and Agency Regulations and, if applicable, the Code or IRS Regulations and ALR Code. This notice provision shall not act to waive any other Agency or ALR Code restriction on such dissolution, liquidation, sale, transfer, conveyance or exchange.

#### **Section 27. Estoppel**

Within ten (10) business days of demand by the Agency, the Owner will furnish to the Agency in writing a statement of the outstanding balance of the principal sum plus all the accrued interest remaining due on the First Mortgage Loan, together with a statement of any defenses which may exist as to any liability of the Owner on the First Mortgage Note I and the First Mortgage Note II, or otherwise hereunder.

#### **Section 28. Financing Statements**

The Owner hereby irrevocably authorizes the Agency to execute on its behalf one or more UCC-1 Financing Statements or any renewals thereof in respect of any of the security interests granted by the First Mortgage or the Security Agreement. The Owner hereby assigns all its rights and interests in accounts established under this Agreement to the Agency, to the extent that such interest may be needed, pursuant to this Agreement. Upon demand by the Agency, the Owner shall execute one or more UCC-1 Financing Statements or any renewals thereof.

**Section 29. Assignment**

The Owner hereby consents to any assignment of the Agreement by the Agency. No assignment or delegation of this Agreement by the Owner is permitted unless approved in writing by the Agency which approval will not be unreasonably withheld, delayed or conditioned. If assigned, all rights, duties, obligations and interest arising under this Agreement shall bind and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and permitted assigns.

**Section 30. Defaults**

Each of the following shall be an Event of Default:

(a) failure by the Owner to pay more than ten (10) calendar days after the due date any installment of principal or interest under the First Mortgage Note I or the First Mortgage Note II, or the Servicing Fee or any other payment required by the Owner to the Agency or any other person pursuant to the terms of this Agreement, the First Mortgage Note I or the First Mortgage Note II, or the other Loan Documents;

(b) commission by the Owner of any act prohibited by the terms of this Agreement, or the other Loan Documents, or failure by the Owner to perform or observe in a timely fashion any action, obligation or covenant required by any of the terms of this Agreement or the other Loan Documents or failure by the Owner to produce satisfactory evidence of compliance therewith. The events set forth in this subsection shall not constitute Events of Default until the prohibited acts or failure to perform or observe shall remain uncured for a period of thirty (30) calendar days after the Agency's written notice to the Owner, specifying such prohibited act or failure and requesting that it be remedied, unless the Agency shall agree in writing to an extension of such time prior to its expiration; provided, however, that if the prohibited act or failure stated in each notice is correctable, but cannot be corrected within the said 30-day period, the Agency may consent to an extension of up to 120 calendar days from the delivery of the written notice referred to herein if corrective action is instituted by the Owner within the initial 30-day period and diligently pursued.

(c) the filing by the Owner under any Federal or State bankruptcy or insolvency law or other similar law, or any petition in bankruptcy or for reorganization or composition with creditors or the making of an assignment for the benefit of creditors;

(d) the filing against the Owner of a petition seeking an adjudication as a bankrupt or the appointment of a receiver for the benefit of its creditors which shall not have been dismissed within forty-five (45) calendar days of the filing thereof, or the adjudication of the Owner as a bankrupt or the appointment of a receiver for the benefit of its creditors; or the appointment by court order of a custodian (such as a receiver, liquidator or trustee) of the Owner or of any of its property or the taking of possession of the Owner or any of its property for the benefit of its creditors and such order remains in effect or such possession continues for

more than forty-five (45) calendar days;

(e) the occurrence of substantial destruction of the Project by an uninsured casualty or the inability to replace or restore the Project in accordance with Section 11;

(f) any representation in conjunction with the Loan Documents or the Project by or on behalf of the Owner which is false or misleading in any material respect or any covenant, warranty, or representation of the Owner which is breached;

(g) any occurrence which results in the dissolution or liquidation of the Owner pursuant to the formation documents of the Owner;

(h) failure to comply with applicable provisions of the Act, the Agency Regulations, the ALR Code, and if applicable, the Code or IRS Regulations;

(i) failure to substantially complete the Project pursuant to the Construction Contract;

(j) failure to comply with any provision of the ALR Code which could result in the suspension, non-renewal, revocation or loss of the Project's license to operate as an Assisted Living facility or result in a determination or action taken by the Department of Health to cease tenant admissions to or require tenant removal from the Project;

### **Section 31. Remedies**

Upon the occurrence of any Event of Default, the Agency may at its option take any one or more of the following actions or remedies and no failure or delay to exercise any remedy or take any action enumerated shall constitute a waiver of such right or preclude a subsequent exercise by the Agency of any such remedy:

(a) declare the outstanding balance of the principal sum under the First Mortgage Note I and First Mortgage Note II plus all accrued interest, the Servicing Fee and all other liabilities of the Owner under the Loan Documents to be immediately due and payable;

(b) cease making disbursements from reserves held by the Agency;

(c) apply any reserves held by the Agency or the balance in the accounts for Project Revenues or any combination of these monies to the payment of the Owner's liabilities under the Loan Documents;

(d) foreclose the lien of the First Mortgage on the Project and Land including, without limitation, all improvements existing or hereafter placed in or on the Project and Land. In any action to

foreclose, the Agency shall be entitled to the appointment of a receiver of the rents and profits of the Project as a matter of right, with power to collect the rents, uses, and profits of the Project, due and becoming due during the pendency of such foreclosure suit, such rents and profits being hereby expressly assigned and pledged as additional security for the payment of the indebtedness secured by the First Mortgage without regard to the value of the Project or the solvency of any person or persons liable for payment of the mortgaged indebtedness. The Owner for itself and any such subsequent owner hereby waives any and all defenses to the application for a receiver as above and hereby specifically consents to such appointment, but nothing herein contained is to be construed to deprive the holder of the First Mortgage of any other right, remedy or privilege it may now have under the law to have a receiver appointed. The provisions for the appointment of a receiver of the rents and profits and the assignment of such rents and profits are made express conditions upon which the First Mortgage Loan is made. Upon such foreclosure the Agency shall have the right to have a receiver appointed for the Project and the rent from the Project;

(e) take possession of the Project;

(f) without judicial process, collect all rents and other revenue including Federal and State subsidies as the assignee of the Owner, and apply the same at the Agency's option either to the operation and maintenance of the Project or to the liabilities of the Owner under the Loan Documents and to accept assignment of leases;

(g) act as landlord of the Project and rent or lease the same on any terms or dispossess by summary proceedings or other available means any tenant defaulting under the terms of the lease of a dwelling unit;

(h) take possession of equipment, appliances and other tangible personal property in which a security interest has been granted by the Loan Documents and dispose of the same in any commercially reasonable manner. The Agency shall have the option to dispose of any such equipment and personal property either separately from the Project or Land. In conjunction with a sale of the Project or Land, the Owner agrees that either method of disposition shall be commercially reasonable;

(i) sue under or make effective an assignment by the Owner to the Agency of any warranty for the Project or any contract for construction, rehabilitation, repair, renovation, reconstruction or improvement of the Project, in which event the Agency is specifically empowered by the Owner to exercise any and all rights of the Owner under the said contract or warranty to recover any amount payable to the Owner pursuant to the contract or any such warranty and to settle any such claim or liability and release the same and apply the proceeds of any such suit, settlement or release to the liabilities of the Owner under the First Mortgage Note I and the First Mortgage Note II, this Agreement, or the other Loan Documents;

(j) sue the Owner for mandatory injunction or other equitable relief requiring performance by the Owner of any of its obligations under this Agreement or the other Loan Documents. The Owner agrees

with the Agency that the Agency's remedy at law for the violation and nonperformance of the Owner's obligations under this Agreement or the other Loan Documents is not adequate by reason, among other things, of the Agency's public purpose to provide adequate, safe and sanitary dwelling units for the tenants contemplated under this Agreement;

(k) replace the general partner, officers, managers, directors, managing members or partners of, or other persons exercising control over the affairs of the Owner with such person or persons as the Agency in its sole discretion deems advisable, including officers or employees of the Agency, who shall exercise all of the authority of managing general partner or other manager of the Owner. Such appointment by the Agency shall be for the duration provided in Section 7 (b)(6) of the Act and any person so appointed shall be entitled to the same immunities and compensation as provided in such Act. If the Agency decides to remove and replace the general partner, officers, managers, directors, managing members or partners of the Owner pursuant to its rights under the Act, the Agency may require from the newly appointed officers, managers, directors, managing members or partners a deed to the Project in lieu of foreclosure.

Notwithstanding the above enumeration of remedies, the Agency shall have available to it all other remedies provided at law or in equity or any other action permitted by law except as same are limited by Section 36 below.

### **Section 32. Anticipatory Breach**

If the Owner threatens to commit a breach of any of the provisions of this Agreement or the other Loan Documents, the Agency shall have the right, without posting bond or other security, to seek injunctive relief or specific performance, it being acknowledged and agreed that any such breach, or threatened breach, will cause irreparable injury to the Agency and that money damages will not provide an adequate remedy.

### **Section 33. Expenses Due to Default**

All expenses (including reasonable attorney's fees and costs and allowances) incurred in connection with an action to foreclose the First Mortgage or in exercising any other remedy provided by this Agreement or the other Loan Documents, including the curing of any Event of Default, shall be paid by the Owner on demand, together with interest at the interest rate in the First Mortgage Note I and the First Mortgage Note II whether or not an action or proceeding is instituted. Expenses of foreclosure for purposes of this paragraph shall include the items enumerated in Section 15 of this Agreement.

The Owner hereby acknowledges that if the Project receives Bond financing, the payments to be made by the Owner pursuant to the First Mortgage Note I and the First Mortgage Note II may be used by the Agency to pay interest and principal on the Bonds. In the event that the Owner fails to make any payment due under the First Mortgage Note I or the First Mortgage Note II and the Agency is required to advance funds to pay interest or principal on the Bonds, the Owner shall be required to pay the Agency interest on any amounts so



advanced by the Agency on demand, which interest shall be equal to the interest rate in the First Mortgage Note I and the First Mortgage Note II.

**Section 34. Amendments; Notices; Waivers**

This Agreement may be amended only by an instrument in writing executed and acknowledged on behalf of the Agency and the Owner in such manner that the instrument may be recorded.

No waiver by the Agency of any Event of Default or required performance by the Owner and no course of conduct of the parties or failure by the Agency to enforce or insist upon performance of any of the obligations of the Owner under this Agreement, or the other Loan Documents at any time shall preclude enforcement of any of the terms of this Agreement or the other Loan Documents.

Any provision of this Agreement requiring the consent or approval of the Agency for the taking of any action or the omission of any action or otherwise called for under this Agreement, requires such consent by the Agency in writing signed by a duly authorized officer of the Agency. Any such consent or approval, unless it expressly states otherwise, is limited to the particular action or omission referred to therein and does not apply to subsequent similar actions or omissions.

Notice provided for under this Agreement shall be given in writing signed by a duly authorized officer and any notice required to be given hereunder shall be given by recognized private carrier with acknowledgment or confirmed telecopier or by certified or registered mail, postage prepaid, return receipt requested, at the addresses specified below, or at such other addresses as may be specified in writing by the parties hereto:

Owner:        **Buckingham Place at South Brunswick, L.L.C.**  
                   **155 Raymond Road**  
                   **Princeton, New Jersey 08540**  
                   **Attention: Constantine Vlecidis, II**

Agency:      **Executive Director**  
                   **New Jersey Housing and Mortgage Finance Agency**  
                   **P.O. Box 18550**  
                   **637 South Clinton Avenue**  
                   **Trenton, New Jersey 08650-2085**

Additionally, a copy of any default notice given by the Agency to the Owner shall also be forwarded to:

**Director  
Licensing, Certification and Standards  
Division of Health Facilities Evaluation and Licensing  
New Jersey State Department of Health  
CN 367  
Trenton, New Jersey 08625**

**John Inglesino, Esquire  
c/o Brach, Eichler  
101 Eisenhower Parkway  
Roseland, New Jersey 07068**

**Section 35. Severability**

The invalidity of any part or provision hereof shall not affect the validity, legality or enforceability of the remaining portions hereof, and to this end the provisions of this Agreement shall be severable.

**Section 36. Personal Liability**

Notwithstanding any other provision contained in this Agreement or the other Loan Documents, the Agency agrees, on behalf of itself and any future holder of the First Mortgage Note I and First Mortgage Note II, that the liability of the Owner, any general or limited partner, member or shareholder of the Owner and their respective heirs, representatives, successors and assigns, for the payment of its obligations under the Loan Documents, including, without limitation, the payment of principal and interest due and other charges due hereunder and thereunder, shall be limited to the collateral pledged under the First Mortgage and the other Loan Documents, and that the Agency shall have no right to seek a personal judgment against the Owner, any general or limited partner, member or shareholder of the Owner, or their respective heirs, representatives, successors and assigns, individually, except to the extent necessary to subject the collateral pledged under the First Mortgage and the other Loan Documents to the satisfaction of the mortgage debt; provided, however, that the Agency shall retain the right to exercise any and all remedies granted to it under this Agreement and the other Loan Documents, including without limitation the right to sue for injunctive or other equitable relief. The foregoing limitation of liability shall not apply to any party to the extent such party has committed fraudulent, criminal or unlawful acts and shall not apply to such amounts that may be due to the Agency pursuant to Sections 11, 12, 13, 14, 15 (c) through (e) inclusive, 33 and 42.

**Section 37. Counterparts**

This Agreement may be executed in multiple counterparts, all of which shall constitute one and the

**Section 43. Applicability and Conflict of Terms and Conditions**

The terms and conditions of this Agreement are applicable for the entire term of this Agreement (as set forth in Section 9 hereof) unless otherwise set forth in this Agreement. In the event of any conflict or inconsistency between the terms and conditions of any of the Loan Documents (including this Agreement), the terms and conditions of this Agreement shall prevail. Notwithstanding the foregoing, the Owner agrees that the Agency may render a decision concerning the intent and/or applicability of any term or condition of the Loan Documents and unless such decision is found to be arbitrary or capricious by a court of competent jurisdiction, the Agency decision shall be final.

**Section 44. Miscellaneous**

Unless the context clearly requires otherwise, as used in this Agreement, words of the masculine, feminine or neuter gender shall be construed to include any other gender when appropriate and words of the singular number shall be construed to include the plural number, and vice versa, when appropriate. This Agreement and all the terms and provisions hereof shall be construed to effectuate the purposes set forth herein and to sustain the validity hereof.

The titles and headings of the sections of this Agreement have been inserted for convenience of reference only, and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof or be considered or given any effect in construing this Agreement or any provisions hereof or in ascertaining intent, if any question of intent shall arise.

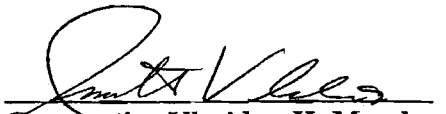
**THIS SPACE LEFT INTENTIONALLY BLANK.**

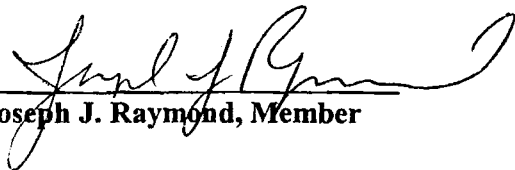
IN WITNESS WHEREOF, this Agreement is duly executed by the Owner and Agency on the date first set forth above and by signing below, the Owner acknowledges that it has received a true copy of this Agreement, without charge.

ATTEST

BUCKINGHAM PLACE AT SOUTH  
BRUNSWICK, L.L.C., Owner

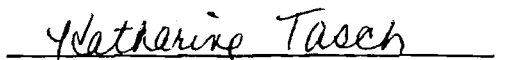
By: Transworld Senior Services, L.L.C.,  
Managing Member

  
Constantine Vleides, II, Member

By:   
Joseph J. Raymond, Member

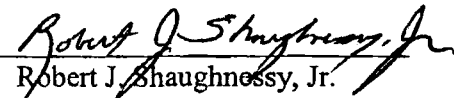
ATTEST:

NEW JERSEY HOUSING AND  
MORTGAGE FINANCE AGENCY

  
Katharine A. Tasch, Assistant Secretary


By:   
Anthony W. Tozzi, Assistant Executive Director

This document has been reviewed  
and approved as to form.  
Attorney General of the State of New Jersey

By:   
Robert J. Shaughnessy, Jr.  
Deputy Attorney General

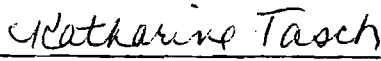
STATE OF NEW JERSEY )  
 ) SS:  
COUNTY OF MERCER )

I CERTIFY that on May 9, 2002, Joseph J. Raymond personally came before me, the subscriber, an Attorney at Law of the State of New Jersey, and acknowledged under oath, to my satisfaction that (a) he is the Managing Member of Transworld Senior Services, L.L.C., the Managing Member of Buckingham Place at South Brunswick, L.L.C., the Limited Liability Company named in this document; and (b) he executed and delivered this document as the voluntary act of the company duly authorized by the Members.


  
\_\_\_\_\_  
John P. Inglesino  
Attorney at law of New Jersey

STATE OF NEW JERSEY )  
 ) SS:  
COUNTY OF MERCER )

BE IT REMEMBERED, that on this 9<sup>th</sup> day of May, 2002 before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared Katharine A. Tasch, who, being by me duly sworn on her oath, acknowledges and makes proof to satisfaction that she is the Assistant Secretary of the New Jersey Housing and Mortgage Finance Agency, the Agency named in the within Instrument; that Anthony W. Tozzi is the Assistant Executive Director of said Agency; that the execution, as well as the making of this Instrument, has been duly authorized by a proper resolution of the Members of the said Agency; that deponent well knows the corporate seal of said Agency; and that the seal affixed to said Instrument is the proper corporate seal and was thereto affixed and said Instrument signed and delivered by said Assistant Executive Director as and for the voluntary act and deed of said Agency, in the presence of deponent, who thereupon subscribed her name thereto as attesting witness.

  
\_\_\_\_\_  
Katharine A. Tasch, Assistant Secretary

SWORN TO AND SUBSCRIBED  
before me, this 9<sup>th</sup> day of May, 2002

  
\_\_\_\_\_  
Lisa C. Kern  
Notary Public of New Jersey  
My Commission Expires: 8/6/2002

Legal Description

SCHEDULE A

Block 97 Lot 13.07  
South Brunswick, New Jersey

BEGINNING at a point on the Southerly Right of Way line of Raymond Road (66.00 feet wide), said point being the intersection of the aforesaid Southerly sideline of Raymond Road with the most Northeasterly corner of Lot 13.07 in Block 97 and the Westerly side of a 50' wide egress road known as Deer Park Drive, said beginning point being also described in Deed Book 4783 Page 359; thence running:

- 1) Along the aforesaid Westerly sideline of Deer Park Drive, South 14 degrees 56 minutes 16 seconds West, a distance of 428.37 feet to a point; thence
- 2) Along a curve to the left, having a radius of 60.00 feet and an arc length of 105.35 feet to a point; thence
- 3) Along a curve to the right, having a radius of 40.00 feet and an arc length of 34.53 feet to a point; thence
- 4) South 53 degrees 47 minutes 28 seconds West, a distance of 185.91 feet to a point; thence
- 5) North 36 degrees 12 minutes 32 seconds West, a distance of 493.98 feet to a point; thence
- 6) North 10 degrees 26 minutes 02 seconds West, a distance of 405.90 feet to a point on the aforesaid Southerly sideline of Raymond Road; thence
- 7) Along the aforesaid Southerly sideline of Raymond Road, South 75 degrees 03 minutes 44 seconds East, a distance of 742.39 feet to a point, said point being the point and place of BEGINNING.

BEING known and designated as Lot 13.07 in Block 97 as shown on the Official Tax Map of the Township of South Brunswick, Middlesex County, New Jersey.

The above description being drawn in accordance with a final asbuilt survey prepared by Control Layouts, Inc. dated November 12, 2001.

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**MUNICIPALLY SPONSORED AND 100 PERCENT AFFORDABLE  
DEVELOPMENTS (N.J.A.C. 5:97-6.7)**

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(Submit separate checklist for each site or project)

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**General Description**

Municipality/County: South Brunswick, Middlesex County

Project Name: Stover Site

Block(s) and Lot(s): Block 31, Lots 35.071 and 35.811

Affordable Units Proposed: 184

Family: \_\_\_\_\_

Sale: \_\_\_\_\_

Rental: \_\_\_\_\_

Very low-income units: 24

Sale: \_\_\_\_\_

Rental: 24

Age-Restricted: 184

Sale: \_\_\_\_\_

Rental: 184

**Bonuses, if applicable:**

Rental bonuses as per N.J.A.C. 5:97-3.5: 0

Rental bonuses as per N.J.A.C. 5:97-3.6(a): 0

Very low income bonuses as per N.J.A.C. 5:97-3.7<sup>1</sup>: 0

Smart Growth Bonus as per N.J.A.C. 5:97-3.18: 0

Compliance Bonus as per N.J.A.C. 5:97-3.17: 0

Date zoning adopted: \_\_\_\_\_ Date development approvals granted: \_\_\_\_\_

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**Required Information and Documentation with Petition or in Accordance with an  
Implementation Schedule**

- ☒ Project/Program Information & Unit Inventory Forms (previously known as Project/Program Monitoring Form. If relying on previously submitted 2007 monitoring and/or subsequent CTM update, also check here ☐ in lieu of submitting forms.)

**Is the municipality providing an implementation schedule for this project/program.**

- ☐ Yes. Skip to and complete implementation schedule found at the end of this checklist.  
NOTE: The remainder of this checklist must be submitted in accordance with the  
implementations schedule.

☒ No. Continue with this checklist.

☒ Demonstration of site control or the ability to control the site, in the form of outright ownership, a contract of sale or an option to purchase the property

**A general description of the site, including:**

- ☒ Name and address of owner
- ☒ Subject property street location
- ☒ Subject property block(s) and lot(s)
- ☒ Subject property total acreage
- ☒ Indicate if urban center or workforce housing census tract (not in an urban center or workforce housing census tract)
- ☐ Description of previous zoning
- ☒ Current zoning and date (current zoning was adopted in 1988)
- ☒ Tax maps showing the location of site(s) with legible dimensions (electronic if available)

**A description of the suitability of the site, including:**

- ☒ Description of surrounding land uses
- ☒ Demonstration that the site has street access
- ☒ Planning Area and/or Special Resource Area designation(s) e.g., PA1, PA2, PA3, PA4, PA5, CAFRA, Pinelands, Highlands, Meadowlands, etc., including a discussion on consistency with the State Development and Redevelopment Plan (SDRP) and/or other applicable special resource area master plans
- ☒ Demonstration that there is or will be adequate water capacity per N.J.A.C. 5:97-1.4 or that the site is subject to a durational adjustment per N.J.A.C. 5:97-5.4
- ☒ Demonstration that there is or will be adequate sewer capacity per N.J.A.C. 5:97-1.4 or that the site is subject to a durational adjustment per N.J.A.C. 5:97-5.4

**A description (including maps if applicable) of any anticipated impacts that result from the following environmental constraints:**

- ☒ Wetlands and buffers
- ☒ Steep slopes
- ☒ Flood plain areas
- ☒ Stream classification and buffers
- ☒ Critical environmental site
- ☒ Historic or architecturally important site/district
- ☒ Contaminated site(s); proposed or designated brownfield site



- ☐ Based on the above, a quantification of buildable and non-buildable acreage
- ☒ RFP or Developer's Agreement
- ☒ Construction schedule with a minimum provision to begin construction within two years of substantive certification; including timetable for each step in the development process
- ☒ Pro-forma statement for the project
- ☒ Demonstration that the first floor of all townhouse or other multi-story dwelling units are accessible and adaptable per N.J.A.C. 5:97-3.14
- ☒ Evidence of adequate and stable funding; including municipal bond and/or general revenue funds where applicable

**Information and Documentation Required Prior to Marketing the Completed Units**

- ☐ Resolution or executed contract designating an experienced Administrative Agent, and a statement of his/her qualifications, in accordance with N.J.A.C. 5:96-18
- ☐ Draft or adopted operating manual that includes a description of program procedures and administration or a statement indicating that the Administrative Agent designated to run the program uses a COAH-approved manual in accordance with UHAC
- ☐ An affirmative marketing plan in accordance with UHAC

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**MUNICIPALLY SPONSORED AND 100 PERCENT AFFORDABLE DEVELOPMENTS**  
**(N.J.A.C. 5:97-6.7)**

**IMPLEMENTATION SCHEDULE**

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The implementation schedule sets forth a detailed timetable that demonstrates a "realistic opportunity" as defined under N.J.A.C. 5:97-1.4 and a timetable for the submittal of all information and documentation required by N.J.A.C. 5:97-6.

The timetable, information, and documentation requested below are required components of the implementation schedule.

Please note that all information and documentation requested below is required to be submitted to COAH no later than two years prior to the scheduled implementation of the mechanism. The fully completed checklist from above must be submitted at that time.

**PROVIDE THE INFORMATION REQUESTED IN THE SECTIONS BELOW**

**(A) Development schedule, including, but not limited to, the following:**

| Development Process Action | Date Anticipated to Begin | Date Anticipated to be Completed | Date Supporting Documentation to be Submitted to COAH |
|----------------------------|---------------------------|----------------------------------|---|
| Site Identification        |                           |                                  |   |

|  |  |  |  |
|--|--|--|--|
| RFP Process  |  |  |  |
| Developer Selection                                    |  |  |  |
| Executed Agreement with provider, sponsor or developer |  |  |  |
| Development Approvals                                  |  |  |  |
| Contractor Selection                                   |  |  |  |
| Building Permits                                       |  |  |  |
| Occupancy  |  |  |  |

**(B) Site specific information, including the following:**

| Site Information                    | Date Supporting Documentation to be Submitted to COAH |
|-------------------------------------|---|
| Site Description                    |   |
| Site Suitability Description        |   |
| Environmental Constraints Statement |   |

**(C) Financial documentation including, the following:**

| Financial Documentation          | Date Anticipated to be Completed | Date Supporting Documentation to be Submitted to COAH |
|----------------------------------|----------------------------------|---|
| Documentation of Funding Sources |                                  |   |
| Project Pro-forma                |                                  |   |

|   |  |  |
|---|--|--|
| Municipal resolution appropriating funds or a resolution of intent to bond in the event of a shortfall of funds |  |  |
|---|--|--|

### 100% or Municipally Sponsored Narrative Section

See housing element and fair share plan for additional narrative.

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<sup>1</sup> Pursuant to PL 2008 c.46, Very Low-Income bonuses may only be granted for very low-income units that exceed 13 percent of the of the housing units made available for occupancy by low-income and moderate income households.



**PART A – PROJECT HEADER**

Municipality: South Brunswick \_\_\_\_\_

County: Middlesex \_\_\_\_\_

Project or Program Name: Stover Site \_\_\_\_\_

**Project Status** (circle current status and enter date of action for that status)

Status Date

Proposed/Zoned

12/10/08 \_\_\_\_\_

Preliminary Approval

\_\_\_\_\_

Final Approval

\_\_\_\_\_

Affordable Units under Construction

\_\_\_\_\_

Completed (all affordable certificates of occupancy (C.O.) issued)

\_\_\_\_\_

Deleted from Plan

(date approved by COAH) \_\_\_\_\_ )

\_\_\_\_\_

**Mechanisms - Project / Program Type** (circle one)

Assisted Living Facility

Alternative Living Arrangement

Accessory Apartment

Market to Affordable

Credits without Controls

ECHO

100 Percent Affordable

Inclusionary

Rehabilitation

Redevelopment

**If an Inclusionary project, identify subtype** (circle all that apply)

Units constructed on-site

Units constructed off-site

Combination

Contributory

Growth Share Ordinance

**If an Alternative Living Arrangement project, identify subtype** (circle one)

Transitional Facility for the Homeless

Residential Health Care Facility

Congregate Living Facility

Group Home

Boarding Homes (A through E) (only eligible for credit for 1987-99 plans)

Permanent Supportive Housing (unit credit)

Supportive Shared Living Housing (bedroom credit)

**PART B – PROJECT DETAIL (Complete all applicable sections)**

**COAH Rules that apply to project:** Round 1 Round 2 Round 3

**Project Address:** 362-370 Ridge Road \_\_\_\_\_

**Project Block/Lot/Qualifier (list all)** Block 31, Lot 35.811, 35.712 \_\_\_\_\_

**Project Acreage:** 6.971 \_\_\_\_\_ **Density:** 26 units per acre \_\_\_\_\_ **Set Aside:** \_\_\_\_\_

**Project Sponsor: (circle one)** Municipally Developed Nonprofit Developed Private Developer

**Project Sponsor name:** South Brunswick CDC \_\_\_\_\_

**Project Developer name:** South Brunswick CDC \_\_\_\_\_

**Planning Area (circle all that apply)**

1 2 3 4 4B 5 5B

Highland Preservation Highlands Planning Area Pinelands Meadowlands

CAFRA Category 1 Watershed

**Credit Type**

Prior-cycle (1980 – 1986) Post-1986 completed Proposed/Zoned Rehabilitation

**Credit Sub-Type (if applicable)**

Addressing Unmet Need Extension of Controls

**Construction Type (circle one)** New (includes reconstruction and conversions) Rehabilitation

**Flags (circle all that apply)** 3.1 Phased Durational Adjustment Conversion Court Project

Density Increase Granted Mediated Project Overlay Zone Result of Growth Share Ordinance

High Poverty Census Tract Off-Site Partnership Project RCA Receiving Project

Reconstruction Part of Redevelopment Plan

**Project Waiver granted** yes no **Round waiver was granted** R1 R2 R3

**Type of Waiver** \_\_\_\_\_

**Number of market units proposed** 0 \_\_\_\_\_ **Number of market units completed** 0 \_\_\_\_\_

**Number of market units with certificates of occupancy issued after 1/1/2004** 0 \_\_\_\_\_

**Number of affordable units under construction** 0 \_\_\_\_\_

**Condo Fee percentage (if applicable)** \_\_\_\_\_

**Affordability Average Percentage**<sup>1</sup> \_\_\_\_\_

<sup>1</sup> “Affordability Average” means an average of the percentage of median income at which restricted units in an affordable development are affordable to low and moderate-income households.

**For Contributory or Combination Sites**

Total payment in lieu of building affordable units on site \_\_\_\_\_

Number of affordable units created with payment \_\_\_\_\_

**Municipal or RCA funds committed to project** 0 \_\_\_\_\_

**Municipal or RCA funds expended** 0 \_\_\_\_\_

**Funding Sources** (circle all that apply)

County HOME   County Rehab Funds   CDBG   Federal Home Loan Bank   HODAG   HUD   HUD 202  
HUD 236   HUD 811   HUD HOPE VI   HUD HOME   McKinney Funds   Fannie Mae Multi-Family  
UDAG   UHOPR   USDA-FHA Rural Development   USDA-FHA - Section 515   Development Fees  
Municipal Bond   Municipal Funds   Payment in Lieu   Private Financing   RCA   Capital Funding  
Balanced Housing   Balanced Housing – Home Express   DCA – Low Income House Tax Credit   NPP  
DCA Shelter Support Services   DDD   DHSS   DHHS   HMFA Low Income House Tax Credit  
HMFA   HMFA HOME   MONI   Section 8   Small Cities   Other \_\_\_\_\_

**Effective date of affordability controls** \_\_\_\_\_

**Length of Affordability Controls** (in years) \_\_\_\_\_ or Perpetual

**Administrative Agent** \_\_\_\_\_

**For Redevelopment Projects**

Does this project require deed restricted units to be removed?      Yes      No

If Yes

# of deed restricted units removed \_\_\_\_\_

# of moderate income units removed \_\_\_\_\_

# of low income units removed \_\_\_\_\_

# of very low income units removed \_\_\_\_\_

# of rental units removed \_\_\_\_\_

# of for-sale units removed \_\_\_\_\_

# of one-bedroom units removed \_\_\_\_\_

# of two-bedroom units removed \_\_\_\_\_

# of three-bedroom units removed \_\_\_\_\_

## PART C – COUNTS

### Affordable Unit Counts

Total non-age-restricted \_\_\_\_\_ Sales \_\_\_\_\_ Rentals \_\_\_\_\_ Total age-restricted 184 \_\_\_\_\_ Sales \_\_\_\_\_ Rentals 184 \_\_\_\_\_

Complete the chart for the number of non-age-restricted and age-restricted units that are **restricted** for the following income categories (do not report on the income levels of residents currently residing in the units)

| <u>Low Income</u>                 | <u>Non-age restricted</u> | <u>Age-restricted</u> |
|-----------------------------------|---------------------------|-----------------------|
| 30% of median income <sup>2</sup> | _____                     | _____                 |
| 35% of median income <sup>3</sup> | _____                     | _____                 |
| 50% of median income              | _____                     | _____                 |
| <u>Moderate Income</u>            |                           |                       |
| 80% of median income              | _____                     | _____                 |

Note: 30% = less than or equal to 30 percent of median income  
35% = greater than 30 percent and less than or equal to 35 percent of median income  
50% = greater than 35 percent and less than or equal to 50 percent of median income  
80% = greater than 50 percent and less than 80 percent of median income

### Bedroom Distribution of Affordable Units

|              |                |       |               |       |               |       |               |       |
|--------------|----------------|-------|---------------|-------|---------------|-------|---------------|-------|
| Sale units   | efficiency low | _____ | 1 bedroom low | _____ | 2 bedroom low | _____ | 3 bedroom low | _____ |
|              | efficiency mod | _____ | 1 bedroom mod | _____ | 2 bedroom mod | _____ | 3 bedroom mod | _____ |
| Rental units | efficiency low | _____ | 1 bedroom low | _____ | 2 bedroom low | _____ | 3 bedroom low | _____ |
|              | efficiency mod | _____ | 1 bedroom mod | _____ | 2 bedroom mod | _____ | 3 bedroom mod | _____ |

### Completed Units

Number of affordable units completed in this project \_\_\_\_\_

Number of affordable units in this project lost through foreclosures, illegal sale or expired affordability controls \_\_\_\_\_

<sup>2</sup> Pursuant to N.J.A.C. 5:97-3.7 units deed restricted to households earning 30% or less of median income may be eligible for Bonus Credit for Very-Low Income Units. (RCA receiving units not eligible for bonus credits)

<sup>3</sup> Pursuant to N.J.A.C. 5:80-26.3(d) At least 10 percent of all low- and moderate-income rental units must be deed restricted to households earning no more than 35 percent of median income



**PART D - (completed by Sending Municipality)**

**For Approved Regional Contribution Agreements (RCA)**

|                             |       |                            |       |
|-----------------------------|-------|----------------------------|-------|
| Sending Municipality        | _____ | County                     | _____ |
| RCA Receiving Municipality  | _____ | County                     | _____ |
| COAH approval date          | _____ |                            |       |
| Number of units transferred | _____ | Cost per unit              | _____ |
| Total transfer amount       | _____ | Amount transferred to date | _____ |

**For Partnership Program**

|                                    |       |                            |       |
|------------------------------------|-------|----------------------------|-------|
| Sending Municipality               | _____ | County                     | _____ |
| Partnership Receiving Municipality | _____ | County                     | _____ |
| Name of Project                    | _____ |                            |       |
| Credits for Sending Municipality   | _____ |                            |       |
| Total transfer amount              | _____ | Amount transferred to date | _____ |

Summary of Sending Municipality's contractual agreement with Partnership Receiving Municipality

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



**SBCDC SECTION 202****Estimated Replacement Costs**

=====

|   | Amount      |              |
|---|-------------|--------------|
|   | =====       |              |
| <b>LAND IMPROVEMENTS</b>                    |             |              |
| 1 Unusual Land Improvements                 |             |              |
| 2 Other Land Improvements                   | \$500,000   |              |
| 3 Total Land Improvements                   |             | \$500,000    |
| <b>STRUCTURES</b>                           |             |              |
| 4 Main Buildings                            | \$7,650,000 |              |
| 8 Total Structures                          |             | \$7,650,000  |
| 9 Subtotal                                  |             | \$8,150,000  |
| 10 General Requirements                     |             | \$570,500    |
| 11 Subtotal                                 |             | \$8,720,500  |
| <b>FEES</b>                                 |             |              |
| 12 Builder's General Overhead               |             | \$174,410    |
| 13 Builder's Profit                         |             | \$436,025    |
| 14 Subtotal                                 |             | \$9,330,935  |
| 15 Bond Premium                             |             | \$60,000     |
| 16 Other Fees                               |             | \$144,000    |
| 17 Est. Total Cost of Construction          |             | \$9,534,935  |
| 18 Architect Fee--Design                    |             | \$217,500    |
| 19 Architect Fee--Supervisory               |             | \$72,500     |
| 20 Total for All Improvements               |             | \$9,824,935  |
| <b>CONSTRUCTION CHARGES &amp; FINANCING</b> |             |              |
| 24 Taxes                                    | \$0         |              |
| 25 Insurance                                | \$50,000    |              |
| 32 Contingency                              | Dev. Fee    |              |
| 33 Title & Recording                        | \$20,000    |              |
| 34 Total Charges and Financing              |             | \$70,000     |
| <b>LEGAL, ORGANIZATION &amp; AUDIT FEE</b>  |             |              |
| 35 Legal                                    | -           | \$50,000     |
| 36 Organization                             | Dev. Fee    |              |
| 37 Cost Certification Audit Fee             | \$8,000     |              |
| 38 Total Legal, Organization & Audit        |             | \$58,000     |
| 40 Consultant Fee                           | Dev. Fee    |              |
| 44 Developer's Fee                          |             | \$455,064    |
| 45 Total Estimated Development Cost         |             | \$10,407,999 |
| 46 Land                                     |             | \$1          |
| 47 Total Estimated Replacement Cost         |             | \$10,408,000 |

**Amount**

=====

|                               |              |
|-------------------------------|--------------|
| HUD Fund Reservation          | \$8,250,000  |
| Balanced Housing Program      | \$1,110,000  |
| Middlesex County HOME Program | \$604,000    |
| Federal Home Loan Bank of NY  | \$444,000    |
| Total Sources of Funds        | \$10,408,000 |



| BREAKDOWN OF LINE ITEMS    |           | Amount    |
|----------------------------|-----------|-----------|
|                            |           | =====     |
| 16 Other Fees              |           | \$144,000 |
| Utility Connection Fees    | \$50,000  |           |
| Surveys                    | \$8,000   |           |
| Soil Investigation         | \$6,000   |           |
| Inspection Fees            | \$15,000  |           |
| Building Permit            | \$50,000  |           |
| As-Built Survey            | \$5,000   |           |
| Cost Certification         | \$6,000   |           |
| Other Permits & Fees       | \$4,000   |           |
|                            |           |           |
| 44 Developer's Fee         |           | \$455,064 |
| Required Contingency       | \$208,000 |           |
| Appraisal                  | \$2,500   |           |
| Consultant                 | \$75,000  |           |
| Equipment & Furnishings    | \$75,000  |           |
| Minimum Capital Investment | \$10,000  |           |
| Cost Analyst               | \$4,500   |           |
| Energy Star                | \$25,000  |           |
| Eng. Escrow                | \$10,000  |           |
| Phase I & II               | \$6,000   |           |
| Organizational Expense     | \$700     |           |
| Application Costs          | \$1,500   |           |
| Rent-Up Costs              | \$35,000  |           |
| Misc.                      | \$1,864   |           |



| SBCDC Section 202        |    |    |    |    |    |    |    |    |    |    |    |    |
|--------------------------|----|----|----|----|----|----|----|----|----|----|----|----|
| Time Line                |    |    |    |    |    |    |    |    |    |    |    |    |
| 2006                     |    |    |    |    |    |    |    |    |    |    |    |    |
|                          | Ja | Fe | Mr | Ap | Ma | Jn | Ju | Au | Se | Oc | No | De |
| 2007                     |    |    |    |    |    |    |    |    |    |    |    |    |
|                          | Ja | Fe | Mr | Ap | Ma | Jn | Ju | Au | Se | Oc | No | De |
| 2008                     |    |    |    |    |    |    |    |    |    |    |    |    |
|                          | Jn | Ju | Au | Se | Oc |    |    |    |    |    |    |    |
| FUND RESERVATION         |    |    |    |    |    |    |    |    |    |    |    |    |
| Secure Site              | X  |    |    |    |    |    |    |    |    |    |    |    |
| Publication of NOFA      |    |    | X  |    |    |    |    |    |    |    |    |    |
| Workshops                |    |    |    | X  |    |    |    |    |    |    |    |    |
| Seed Money Commitments   | X  |    |    |    |    |    |    |    |    |    |    |    |
| Phase 1 & II             | X  | X  |    |    |    |    |    |    |    |    |    |    |
| Concept Drawings         | X  | X  |    |    |    |    |    |    |    |    |    |    |
| Tax Abatement            | X  | X  |    |    |    |    |    |    |    |    |    |    |
| Supportive Services      |    |    | X  |    |    |    |    |    |    |    |    |    |
| Notice of Deficiencies   |    |    |    |    | X  |    |    |    |    |    |    |    |
| Sponsor Response         |    |    |    |    | XX |    |    |    |    |    |    |    |
| Processing by Area Off.  |    |    |    |    | X  | X  |    |    |    |    |    |    |
| Award of Fund Reser.     |    |    |    |    |    |    |    |    | X  |    |    |    |
| FIRM COMMITMENT          |    |    |    |    |    |    |    |    |    |    |    |    |
| Accept. of Fund Res.     |    |    |    |    |    |    |    |    | X  |    |    |    |
| Formation of Owner       |    |    |    |    |    |    |    |    | X  |    |    |    |
| Site Appraisal           |    |    |    |    |    |    |    |    | X  |    |    |    |
| Topographic Survey       |    |    |    |    |    |    |    |    | X  |    |    |    |
| Soil Report              |    |    |    |    |    |    |    |    | X  |    |    |    |
| Secure Secondary Funding |    |    |    |    |    |    |    |    | X  |    |    |    |
| Site Plan Approval       |    |    |    |    |    |    |    |    | X  |    |    |    |
| Design Development       |    |    |    |    |    |    |    |    | X  |    |    |    |
| Select Contractor        |    |    |    |    |    |    |    |    | X  |    |    |    |
| HUD Review               |    |    |    |    |    |    |    |    | X  |    |    |    |
| INITIAL CLOSING          |    |    |    |    |    |    |    |    |    |    |    |    |
| Secure Permits           |    |    |    |    |    |    |    |    | X  |    |    |    |
| Prepare Closing Packet   |    |    |    |    |    |    |    |    | X  |    |    |    |
| CONSTRUCTION             |    |    |    |    |    |    |    |    |    |    |    |    |
|                          |    |    |    |    |    |    |    |    | X  |    |    |    |
| FINAL CLOSING            |    |    |    |    |    |    |    |    |    |    |    |    |
| Initial Occupancy        |    |    |    |    |    |    |    |    | X  |    |    |    |
| Cost Certification       |    |    |    |    |    |    |    |    | X  |    |    |    |
| Final Closing            |    |    |    |    |    |    |    |    | X  |    |    |    |





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## ZONING FOR INCLUSIONARY DEVELOPMENT (N.J.A.C. 5:97-6.4)

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(Submit separate checklist for each site or zone)

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### General Description

Municipality/County: South Brunswick, Middlesex County

Project Name/Zoning Designation: Baker-Ovations

Block(s) and Lot(s): Block 86, Lots 63, 65, 67, 68, 69, 70, 71

Total acreage: 26.55

Proposed density (units/gross acre): 6.5

Affordable Units Proposed: 34

Family: 0

Sale: 0

Rental: 0

Very low-income units: 0

Sale: 0

Rental: 0

Age-Restricted: 34

Sale: 34

Rental:       

Market-Rate Units Anticipated: 136

Non-Residential Development Anticipated (in square feet), if applicable: 0

Will the proposed development be financed in whole or in part with State funds, be constructed on State-owned property or be located in an Urban Transit Hub or Transit Village? ☐ Yes ☒ No

### Bonuses for affordable units, if applicable:

Rental bonuses as per N.J.A.C. 5:97-3.5: 0

Rental bonuses as per N.J.A.C. 5:97-3.6(a): 0

Very low income bonuses as per N.J.A.C. 5:97-3.7<sup>1</sup>: 0

Smart growth bonuses as per N.J.A.C. 5:97-3.18: 0

Redevelopment bonuses as per N.J.A.C. 5:97-3.19: 0

Compliance bonuses as per N.J.A.C. 5:97-3.17: 34

Date inclusionary zoning adopted:        Date development approvals granted: 4/2/2008

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### **Information and Documentation Required with Petition**

- ☒ Project/Program Information Form (previously known as Project/Program Monitoring Form. If relying on previously submitted 2007 monitoring and/or subsequent CTM update, check here ☐ in lieu of submitting forms.)
- ☐ Draft or adopted zoning or land use ordinance, which includes the affordable housing requirement and minimum presumptive density for the site/zone.
- ☐ Copies of all decisions made on applications for affordable housing development subsequent to adoption of the current zoning

**If payments in lieu of on-site construction of the affordable units is an option, submit:**

- ☐ Proposed or adopted ordinance establishing the amount of the payments
- ☐ Spending plan

**A general description of the site or zone, including:**

- ☒ Name and address of owner
- ☒ Name and address of developer(s)
- ☒ Subject property street location
- ☒ Indicate if urban center or workforce housing census tract
- ☐ Previous zoning designation and date previous zoning was adopted
- ☐ Current zoning and date current zoning was adopted (Unit established under growth share ordinance.)
- ☐ Description of any changes to bulk standards intended to accommodate the proposed densities
- ☒ Tax maps showing the location of site(s) with legible dimensions (electronic if available)

**A description of the suitability of the site, including: (N/A. Site received approvals)**

- ☐ Description of surrounding land uses
- ☐ Demonstration that the site has street access
- ☐ Planning Area and/or Special Resource Area designation(s) i.e., PA1, PA2, PA3, PA4, PA5, CAFRA, Pinelands, Highlands, Meadowlands, etc., including a discussion on consistency with the State Development and Redevelopment Plan (SDRP) and/or other applicable special resource area master plans
- ☐ Demonstration that there is or will be adequate water capacity per N.J.A.C. 5:97-1.4 or that the site is subject to a durational adjustment per N.J.A.C. 5:97-5.4
- ☐ Demonstration that there is or will be adequate sewer capacity per N.J.A.C. 5:97-1.4 or that the site is subject to a durational adjustment per N.J.A.C. 5:97-5.4

**A description (including maps if applicable) of any anticipated impacts that result from the following environmental constraints: (N/A. Site received approvals)**

- ☐ Wetlands and buffers
- ☐ Steep slopes
- ☐ Flood plain areas

- ☐ Stream classification and buffers
- ☐ Critical environmental site
- ☐ Historic or architecturally important site/district
- ☐ Contaminated site(s); proposed or designated brownfield site
- ☐ Based on the above, a quantification of buildable and non-buildable acreage

**Agreements with developers or approvals for development of specific property, which shall include:**

- ☐ Number, tenure and type of units
- ☐ Compliance with N.J.A.C. 5:97-9 and UHAC
- ☐ Progress points at which the developer shall coordinate with the Municipal Housing Liaison

**Information and Documentation Required Prior to Marketing the Completed Units**

- ☐ Resolution or executed contract designating an experienced Administrative Agent, and a statement of his/her qualifications, in accordance with N.J.A.C. 5:96-18
- ☐ Adopted operating manual that includes a description of program procedures and administration or a statement indicating that the Administrative Agent designated to run the program uses a COAH-approved manual
- ☐ An affirmative marketing plan in accordance with UHAC

**Zoning Narrative Section**

The narrative did not include a description of site suitability, as the development already received a final approval, which demonstrates the site is suitable for development. Additionally, the units were approved under the Township's growth share ordinance. See the housing element and fair share plan for additional narrative.

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<sup>1</sup> Pursuant to PL 2008 c.46, Very Low-Income bonuses may only be granted for very low-income units that exceed 13 percent of the of the housing units made available for occupancy by low-income and moderate income households.



**PART A – PROJECT HEADER**

Municipality: South Brunswick \_\_\_\_\_

County: Middlesex County \_\_\_\_\_

Project or Program Name: Baker – Ovarions site \_\_\_\_\_

**Project Status** (circle current status and enter date of action for that status)

Status Date

Proposed/Zoned

Preliminary Approval

Final Approval

4/2/08

Affordable Units under Construction

Completed (all affordable certificates of occupancy (C.O.) issued)

Deleted from Plan

(date approved by COAH) \_\_\_\_\_ )

**Mechanisms - Project / Program Type** (circle one)

Assisted Living Facility

Alternative Living Arrangement

Accessory Apartment

Market to Affordable

Credits without Controls

ECHO

100 Percent Affordable

Inclusionary

Rehabilitation

Redevelopment

**If an Inclusionary project, identify subtype** (circle all that apply)

Units constructed on-site

Units constructed off-site

Combination

Contributory

Growth Share Ordinance

**If an Alternative Living Arrangement project, identify subtype** (circle one)

Transitional Facility for the Homeless

Residential Health Care Facility

Congregate Living Facility

Group Home

Boarding Homes (A through E) (only eligible for credit for 1987-99 plans)

Permanent Supportive Housing (unit credit)

Supportive Shared Living Housing (bedroom credit)

**PART B – PROJECT DETAIL (Complete all applicable sections)**

**COAH Rules that apply to project:** Round 1 Round 2 Round 3

**Project Address:** Major Road \_\_\_\_\_

**Project Block/Lot/Qualifier** (list all) Block 86, Lots 63, 65, 67, 68, 69, 70, 71 \_\_\_\_\_

**Project Acreage:** 26.55 \_\_\_\_\_ **Density:** 6.5 units per acre \_\_\_\_\_ **Set Aside:** 20% \_\_\_\_\_

**Project Sponsor:** (circle one) Municipally Developed Nonprofit Developed Private Developer

**Project Sponsor name:** Baker Residential Limited Partnership \_\_\_\_\_

**Project Developer name:** Baker Residential Limited Partnership \_\_\_\_\_

**Planning Area** (circle all that apply)

1 2 3 4 4B 5 5B

Highland Preservation Highlands Planning Area Pinelands Meadowlands

CAFRA Category 1 Watershed

**Credit Type**

Prior-cycle (1980 – 1986) Post-1986 completed Proposed/Zoned Rehabilitation

**Credit Sub-Type** (if applicable)

Addressing Unmet Need Extension of Controls

**Construction Type** (circle one) New (includes reconstruction and conversions) Rehabilitation

**Flags** (circle all that apply) 3.1 Phased Durational Adjustment Conversion Court Project

Density Increase Granted Mediated Project Overlay Zone Result of Growth Share Ordinance

High Poverty Census Tract Off-Site Partnership Project RCA Receiving Project

Reconstruction Part of Redevelopment Plan

**Project Waiver granted** yes no **Round waiver was granted** R1 R2 R3

**Type of Waiver** \_\_\_\_\_

**Number of market units proposed** 136 \_\_\_\_\_ **Number of market units completed** 0 \_\_\_\_\_

**Number of market units with certificates of occupancy issued after 1/1/2004** 0 \_\_\_\_\_

**Number of affordable units under construction** 0 \_\_\_\_\_

**Condo Fee percentage** (if applicable) \_\_\_\_\_

**Affordability Average Percentage** <sup>1</sup> \_\_\_\_\_

<sup>1</sup> “Affordability Average” means an average of the percentage of median income at which restricted units in an affordable development are affordable to low and moderate-income households.

**For Contributory or Combination Sites**

Total payment in lieu of building affordable units on site \_\_\_\_\_

Number of affordable units created with payment \_\_\_\_\_

Municipal or RCA funds committed to project 0 \_\_\_\_\_

Municipal or RCA funds expended 0 \_\_\_\_\_

**Funding Sources** (circle all that apply)

County HOME County Rehab Funds CDBG Federal Home Loan Bank HODAG HUD HUD 202

HUD 236 HUD 811 HUD HOPE VI HUD HOME McKinney Funds Fannie Mae Multi-Family

UDAG UHROP USDA-FHA Rural Development USDA-FHA - Section 515 Development Fees

Municipal Bond Municipal Funds Payment in Lieu Private Financing RCA Capital Funding

Balanced Housing Balanced Housing – Home Express DCA – Low Income House Tax Credit NPP

DCA Shelter Support Services DDD DHSS DHHS HMFA Low Income House Tax Credit

HMFA HMFA HOME MONI Section 8 Small Cities Other \_\_\_\_\_

Effective date of affordability controls \_\_\_\_\_

Length of Affordability Controls (in years) \_\_\_\_\_ or Perpetual

Administrative Agent South Brunswick Township \_\_\_\_\_

**For Redevelopment Projects**

Does this project require deed restricted units to be removed? Yes No

If Yes

# of deed restricted units removed \_\_\_\_\_

# of moderate income units removed \_\_\_\_\_

# of low income units removed \_\_\_\_\_

# of very low income units removed \_\_\_\_\_

# of rental units removed \_\_\_\_\_

# of for-sale units removed \_\_\_\_\_

# of one-bedroom units removed \_\_\_\_\_

# of two-bedroom units removed \_\_\_\_\_

# of three-bedroom units removed \_\_\_\_\_

## PART C – COUNTS

### Affordable Unit Counts

Total non-age-restricted \_\_\_\_\_ Sales \_\_\_\_\_ Rentals \_\_\_\_\_ Total age-restricted 34 \_\_\_\_\_ Sales 34 \_\_\_\_\_ Rentals \_\_\_\_\_

Complete the chart for the number of non-age-restricted and age-restricted units that are **restricted** for the following income categories (do not report on the income levels of residents currently residing in the units)

| <u>Low Income</u>                 | <u>Non-age restricted</u> | <u>Age-restricted</u> |
|-----------------------------------|---------------------------|-----------------------|
| 30% of median income <sup>2</sup> | _____                     | _____                 |
| 35% of median income <sup>3</sup> | _____                     | _____                 |
| 50% of median income              | _____                     | _____                 |
| <u>Moderate Income</u>            |                           |                       |
| 80% of median income              | _____                     | _____                 |

Note: 30% = less than or equal to 30 percent of median income  
 35% = greater than 30 percent and less than or equal to 35 percent of median income  
 50% = greater than 35 percent and less than or equal to 50 percent of median income  
 80% = greater than 50 percent and less than 80 percent of median income

### Bedroom Distribution of Affordable Units

|              |                |       |               |       |               |       |               |       |
|--------------|----------------|-------|---------------|-------|---------------|-------|---------------|-------|
| Sale units   | efficiency low | _____ | 1 bedroom low | _____ | 2 bedroom low | _____ | 3 bedroom low | _____ |
|              | efficiency mod | _____ | 1 bedroom mod | _____ | 2 bedroom mod | _____ | 3 bedroom mod | _____ |
| Rental units | efficiency low | _____ | 1 bedroom low | _____ | 2 bedroom low | _____ | 3 bedroom low | _____ |
|              | efficiency mod | _____ | 1 bedroom mod | _____ | 2 bedroom mod | _____ | 3 bedroom mod | _____ |

### Completed Units

Number of affordable units completed in this project 0 \_\_\_\_\_

Number of affordable units in this project lost through foreclosures, illegal sale or expired affordability controls \_\_\_\_\_

<sup>2</sup> Pursuant to N.J.A.C. 5:97-3.7 units deed restricted to households earning 30% or less of median income may be eligible for Bonus Credit for Very-Low Income Units. (RCA receiving units not eligible for bonus credits)

<sup>3</sup> Pursuant to N.J.A.C. 5:80-26.3(d) At least 10 percent of all low- and moderate-income rental units must be deed restricted to households earning no more than 35 percent of median income



**PART D - (completed by Sending Municipality)**

**For Approved Regional Contribution Agreements (RCA)**

Sending Municipality \_\_\_\_\_ County \_\_\_\_\_

RCA Receiving Municipality \_\_\_\_\_ County \_\_\_\_\_

COAH approval date \_\_\_\_\_

Number of units transferred \_\_\_\_\_ Cost per unit \_\_\_\_\_

Total transfer amount \_\_\_\_\_ Amount transferred to date \_\_\_\_\_

**For Partnership Program**

Sending Municipality \_\_\_\_\_ County \_\_\_\_\_

Partnership Receiving Municipality \_\_\_\_\_ County \_\_\_\_\_

Name of Project \_\_\_\_\_

Credits for Sending Municipality \_\_\_\_\_

Total transfer amount \_\_\_\_\_ Amount transferred to date \_\_\_\_\_

Summary of Sending Municipality's contractual agreement with Partnership Receiving Municipality

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



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## ZONING FOR INCLUSIONARY DEVELOPMENT (N.J.A.C. 5:97-6.4)

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(Submit separate checklist for each site or zone)

---

### General Description

Municipality/County: South Brunswick, Middlesex County

Project Name/Zoning Designation: Matzel and Mumford – Heritage Site

Block(s) and Lot(s): Block 84, Lots 4.01, 6, 24

Total acreage: 35.76

Proposed density (units/gross acre): 3.7

Affordable Units Proposed: 27

Family: 0

Sale: 0

Rental: 0

Very low-income units: 0

Sale: 0

Rental: 0

Age-Restricted: 27

Sale: 27

Rental: \_\_\_\_\_

Market-Rate Units Anticipated: 106

Non-Residential Development Anticipated (in square feet), if applicable: 0

Will the proposed development be financed in whole or in part with State funds, be constructed on State-owned property or be located in an Urban Transit Hub or Transit Village? ☐ Yes ☒ No

#### Bonuses for affordable units, if applicable:

Rental bonuses as per N.J.A.C. 5:97-3.5: 0

Rental bonuses as per N.J.A.C. 5:97-3.6(a): 0

Very low income bonuses as per N.J.A.C. 5:97-3.7<sup>1</sup>: 0

Smart growth bonuses as per N.J.A.C. 5:97-3.18: 0

Redevelopment bonuses as per N.J.A.C. 5:97-3.19: 0

Compliance bonuses as per N.J.A.C. 5:97-3.17: 27

Date inclusionary zoning adopted: \_\_\_\_\_ Date development approvals granted: 5/1/2008

### **Information and Documentation Required with Petition**

- ☒ Project/Program Information Form (previously known as Project/Program Monitoring Form. If relying on previously submitted 2007 monitoring and/or subsequent CTM update, check here ☐ in lieu of submitting forms.)
- ☐ Draft or adopted zoning or land use ordinance, which includes the affordable housing requirement and minimum presumptive density for the site/zone.
- ☐ Copies of all decisions made on applications for affordable housing development subsequent to adoption of the current zoning

**If payments in lieu of on-site construction of the affordable units is an option, submit:**

- ☐ Proposed or adopted ordinance establishing the amount of the payments
- ☐ Spending plan

**A general description of the site or zone, including:**

- ☒ Name and address of owner
- ☒ Name and address of developer(s)
- ☒ Subject property street location
- ☒ Indicate if urban center or workforce housing census tract
- ☐ Previous zoning designation and date previous zoning was adopted
- ☐ Current zoning and date current zoning was adopted (Unit established under growth share ordinance.)
- ☐ Description of any changes to bulk standards intended to accommodate the proposed densities
- ☒ Tax maps showing the location of site(s) with legible dimensions (electronic if available)

**A description of the suitability of the site, including: (N/A. Site received approvals)**

- ☐ Description of surrounding land uses
- ☐ Demonstration that the site has street access
- ☐ Planning Area and/or Special Resource Area designation(s) i.e., PA1, PA2, PA3, PA4, PA5, CAFRA, Pinelands, Highlands, Meadowlands, etc., including a discussion on consistency with the State Development and Redevelopment Plan (SDRP) and/or other applicable special resource area master plans
- ☐ Demonstration that there is or will be adequate water capacity per N.J.A.C. 5:97-1.4 or that the site is subject to a durational adjustment per N.J.A.C. 5:97-5.4
- ☐ Demonstration that there is or will be adequate sewer capacity per N.J.A.C. 5:97-1.4 or that the site is subject to a durational adjustment per N.J.A.C. 5:97-5.4

**A description (including maps if applicable) of any anticipated impacts that result from the following environmental constraints: (N/A. Site received approvals)**

- ☐ Wetlands and buffers
- ☐ Steep slopes
- ☐ Flood plain areas

- ☐ Stream classification and buffers
- ☐ Critical environmental site
- ☐ Historic or architecturally important site/district
- ☐ Contaminated site(s); proposed or designated brownfield site
- ☐ Based on the above, a quantification of buildable and non-buildable acreage

**Agreements with developers or approvals for development of specific property, which shall include:**

- ☐ Number, tenure and type of units
- ☐ Compliance with N.J.A.C. 5:97-9 and UHAC
- ☐ Progress points at which the developer shall coordinate with the Municipal Housing Liaison

**Information and Documentation Required Prior to Marketing the Completed Units**

- ☐ Resolution or executed contract designating an experienced Administrative Agent, and a statement of his/her qualifications, in accordance with N.J.A.C. 5:96-18
- ☐ Adopted operating manual that includes a description of program procedures and administration or a statement indicating that the Administrative Agent designated to run the program uses a COAH-approved manual
- ☐ An affirmative marketing plan in accordance with UHAC

**Zoning Narrative Section**

The narrative did not include a description of site suitability, as the development already received a final approval, which demonstrates the site is suitable for development. Additionally, the units were approved under the Township's growth share ordinance. See housing element and fair share plan for additional narrative.

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<sup>1</sup> Pursuant to PL 2008 c.46, Very Low-Income bonuses may only be granted for very low-income units that exceed 13 percent of the of the housing units made available for occupancy by low-income and moderate income households.



**PART A – PROJECT HEADER**

Municipality: South Brunswick \_\_\_\_\_ County: Middlesex County \_\_\_\_\_

Project or Program Name: Matzel & Mumford – Heritage Site \_\_\_\_\_

**Project Status** (circle current status and enter date of action for that status)

Status Date

Proposed/Zoned

\_\_\_\_\_

Preliminary Approval

\_\_\_\_\_

Final Approval

5/1/08 \_\_\_\_\_

Affordable Units under Construction

\_\_\_\_\_

Completed (all affordable certificates of occupancy (C.O.) issued)

\_\_\_\_\_

Deleted from Plan

(date approved by COAH) \_\_\_\_\_ )

\_\_\_\_\_

**Mechanisms - Project / Program Type** (circle one)

Assisted Living Facility

Alternative Living Arrangement

Accessory Apartment

Market to Affordable

Credits without Controls

ECHO

100 Percent Affordable

Inclusionary

Rehabilitation

Redevelopment

**If an Inclusionary project, identify subtype** (circle all that apply)

Units constructed on-site

Units constructed off-site

Combination

Contributory

Growth Share Ordinance

**If an Alternative Living Arrangement project, identify subtype** (circle one)

Transitional Facility for the Homeless

Residential Health Care Facility

Congregate Living Facility

Group Home

Boarding Homes (A through E) (only eligible for credit for 1987-99 plans)

Permanent Supportive Housing (unit credit)

Supportive Shared Living Housing (bedroom credit)

**PART B – PROJECT DETAIL (Complete all applicable sections)**

**COAH Rules that apply to project:** Round 1 Round 2 Round 3

**Project Address:** County Road 522 \_\_\_\_\_

**Project Block/Lot/Qualifier (list all)** Block 84, Lots 4.01, 6, 24 \_\_\_\_\_

**Project Acreage:** 35.76 \_\_\_\_\_ **Density:** 3.7 units per acre \_\_\_\_\_ **Set Aside:** 20% \_\_\_\_\_

**Project Sponsor: (circle one)** Municipally Developed Nonprofit Developed Private Developer

**Project Sponsor name:** Matzel and Mumford \_\_\_\_\_

**Project Developer name:** Matzel and Mumford \_\_\_\_\_

**Planning Area (circle all that apply)**

1 2 3 4 4B 5 5B  
Highland Preservation Highlands Planning Area Pinelands Meadowlands  
CAFRA Category 1 Watershed

**Credit Type**

Prior-cycle (1980 – 1986) Post-1986 completed Proposed/Zoned Rehabilitation

**Credit Sub-Type (if applicable)**

Addressing Unmet Need Extension of Controls

**Construction Type (circle one)** New (includes reconstruction and conversions) Rehabilitation

**Flags (circle all that apply)** 3.1 Phased Durational Adjustment Conversion Court Project

Density Increase Granted Mediated Project Overlay Zone Result of Growth Share Ordinance

High Poverty Census Tract Off-Site Partnership Project RCA Receiving Project

Reconstruction Part of Redevelopment Plan

**Project Waiver granted** yes no **Round waiver was granted** R1 R2 R3

**Type of Waiver** \_\_\_\_\_

**Number of market units proposed** 133 \_\_\_\_\_ **Number of market units completed** 0 \_\_\_\_\_

**Number of market units with certificates of occupancy issued after 1/1/2004** 0 \_\_\_\_\_

**Number of affordable units under construction** 0 \_\_\_\_\_

**Condo Fee percentage (if applicable)** \_\_\_\_\_

**Affordability Average Percentage** <sup>1</sup> \_\_\_\_\_

<sup>1</sup> “Affordability Average” means an average of the percentage of median income at which restricted units in an affordable development are affordable to low and moderate-income households.



**For Contributory or Combination Sites**

Total payment in lieu of building affordable units on site \_\_\_\_\_

Number of affordable units created with payment \_\_\_\_\_

**Municipal or RCA funds committed to project** 0 \_\_\_\_\_

**Municipal or RCA funds expended** 0 \_\_\_\_\_

**Funding Sources** (circle all that apply)

County HOME County Rehab Funds CDBG Federal Home Loan Bank HODAG HUD HUD 202  
HUD 236 HUD 811 HUD HOPE VI HUD HOME McKinney Funds Fannie Mae Multi-Family  
UDAG UHROP USDA-FHA Rural Development USDA-FHA - Section 515 Development Fees  
Municipal Bond Municipal Funds Payment in Lieu Private Financing RCA Capital Funding  
Balanced Housing Balanced Housing – Home Express DCA – Low Income House Tax Credit NPP  
DCA Shelter Support Services DDD DHSS DHHS HMFA Low Income House Tax Credit  
HMFA HMFA HOME MONI Section 8 Small Cities Other \_\_\_\_\_

**Effective date of affordability controls** \_\_\_\_\_

**Length of Affordability Controls** (in years) \_\_\_\_\_ or Perpetual

**Administrative Agent** South Brunswick Township \_\_\_\_\_

**For Redevelopment Projects**

Does this project require deed restricted units to be removed? Yes No

If Yes

# of deed restricted units removed \_\_\_\_\_

# of moderate income units removed \_\_\_\_\_

# of low income units removed \_\_\_\_\_

# of very low income units removed \_\_\_\_\_

# of rental units removed \_\_\_\_\_

# of for-sale units removed \_\_\_\_\_

# of one-bedroom units removed \_\_\_\_\_

# of two-bedroom units removed \_\_\_\_\_

# of three-bedroom units removed \_\_\_\_\_

## PART C – COUNTS

### Affordable Unit Counts

Total non-age-restricted \_\_\_\_\_ Sales \_\_\_\_\_ Rentals \_\_\_\_\_ Total age-restricted 27 \_\_\_\_\_ Sales 27 \_\_\_\_\_ Rentals \_\_\_\_\_

Complete the chart for the number of non-age-restricted and age-restricted units that are **restricted** for the following income categories (do not report on the income levels of residents currently residing in the units)

| <u>Low Income</u>                 | <u>Non-age restricted</u> | <u>Age-restricted</u> |
|-----------------------------------|---------------------------|-----------------------|
| 30% of median income <sup>2</sup> | _____                     | _____                 |
| 35% of median income <sup>3</sup> | _____                     | _____                 |
| 50% of median income              | _____                     | _____                 |
| <u>Moderate Income</u>            |                           |                       |
| 80% of median income              | _____                     | _____                 |

Note: 30% = less than or equal to 30 percent of median income  
 35% = greater than 30 percent and less than or equal to 35 percent of median income  
 50% = greater than 35 percent and less than or equal to 50 percent of median income  
 80% = greater than 50 percent and less than 80 percent of median income

### Bedroom Distribution of Affordable Units

|              |                |       |               |       |               |       |               |       |
|--------------|----------------|-------|---------------|-------|---------------|-------|---------------|-------|
| Sale units   | efficiency low | _____ | 1 bedroom low | _____ | 2 bedroom low | _____ | 3 bedroom low | _____ |
|              | efficiency mod | _____ | 1 bedroom mod | _____ | 2 bedroom mod | _____ | 3 bedroom mod | _____ |
| Rental units | efficiency low | _____ | 1 bedroom low | _____ | 2 bedroom low | _____ | 3 bedroom low | _____ |
|              | efficiency mod | _____ | 1 bedroom mod | _____ | 2 bedroom mod | _____ | 3 bedroom mod | _____ |

### Completed Units

Number of affordable units completed in this project 0 \_\_\_\_\_

Number of affordable units in this project lost through foreclosures, illegal sale or expired affordability controls \_\_\_\_\_

<sup>2</sup> Pursuant to N.J.A.C. 5:97-3.7 units deed restricted to households earning 30% or less of median income may be eligible for Bonus Credit for Very-Low Income Units. (RCA receiving units not eligible for bonus credits)

<sup>3</sup> Pursuant to N.J.A.C. 5:80-26.3(d) At least 10 percent of all low- and moderate-income rental units must be deed restricted to households earning no more than 35 percent of median income

**PART D - (completed by Sending Municipality)**

**For Approved Regional Contribution Agreements (RCA)**

|                             |       |                            |       |
|-----------------------------|-------|----------------------------|-------|
| Sending Municipality        | _____ | County                     | _____ |
| RCA Receiving Municipality  | _____ | County                     | _____ |
| COAH approval date          | _____ |                            |       |
| Number of units transferred | _____ | Cost per unit              | _____ |
| Total transfer amount       | _____ | Amount transferred to date | _____ |

**For Partnership Program**

|                                    |       |                            |       |
|------------------------------------|-------|----------------------------|-------|
| Sending Municipality               | _____ | County                     | _____ |
| Partnership Receiving Municipality | _____ | County                     | _____ |
| Name of Project                    | _____ |                            |       |
| Credits for Sending Municipality   | _____ |                            |       |
| Total transfer amount              | _____ | Amount transferred to date | _____ |

Summary of Sending Municipality's contractual agreement with Partnership Receiving Municipality

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



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## EXTENSION OF EXPIRING CONTROLS (N.J.A.C. 5:97-6.14)

(Submit separate checklist for each location)

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### General Description

Municipality/County: South Brunswick, Middlesex

Project or Program Name: Woodhaven Terrace (formerly Deans Apartments) Extension of Controls

Block(s) and Lot(s): Block 90, Lot 54.01

Affordable Units Proposed: 40

Non-Age-Restricted: 40

Sale: 0

Rental: 40

Age-Restricted: 0

Sale: 0

Rental: 0

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### Information and Documentation Required with Petition

- ☒ Project/Program Information Form (previously known as Project/Program Monitoring Form. If relying on previously submitted 2007 monitoring and/or subsequent CTM update, also check here ☒ in lieu of submitting forms.)

#### **Identification of unit(s) including:**

- ☒ Name and address of owner
- ☒ Subject property address
- ☒ Subject property block and lot
- ☒ Description of units including if unit is age-restricted or not and rental or sale
- ☒ Description of expiring controls including prior program funding, date control first initiated and date when control is to expire
- ☒ Agreement or commitment to extend controls between the municipality and owner
- ☒ Proposed deed restriction
- ☒ Pro-forma statement for the project showing acquisition and/or rehabilitation costs
- ☒ Documentation of funding sources
- ☒ Municipal resolution appropriating funds from general revenue or a resolution of intent to bond in the event of a funding shortfall
- ☐ Previous and proposed or revised Affirmative Marketing Plans

**Information and Documentation Required Prior to Substantive Certification**

- ☐ Resolution or executed contract designating an experienced Administrative Agent, and a statement of his/her qualifications, in accordance with N.J.A.C. 5:96-18
- ☐ Draft or adopted operating manual that includes a description of program procedures and administration or a statement indicating that the Administrative Agent designated to run the program uses a COAH-approved manual in accordance with UHAC
- ☐ Affirmative Marketing Plan in accordance with UHAC

**Extension of Controls Narrative Section**

See housing element and fair share plan for additional narrative.

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## PROJECT / PROGRAM INFORMATION FORM

### PART A – PROJECT HEADER

Municipality: South Brunswick \_\_\_\_\_ County: Middlesex \_\_\_\_\_

Project or Program Name: Woodhaven Extensions of Controls \_\_\_\_\_

**Project Status** (circle current status and enter date of action for that status)

Status Date

Proposed/Zoned

\_\_\_\_\_

Preliminary Approval

\_\_\_\_\_

Final Approval

\_\_\_\_\_

Affordable Units under Construction

\_\_\_\_\_

Completed (all affordable certificates of occupancy (C.O.) issued)

2005 \_\_\_\_\_

Deleted from Plan

(date approved by COAH) \_\_\_\_\_ )

\_\_\_\_\_

**Mechanisms - Project / Program Type** (circle one)

Assisted Living Facility

Alternative Living Arrangement

Accessory Apartment

Market to Affordable

Credits without Controls

ECHO

100 Percent Affordable

Inclusionary

Rehabilitation

Redevelopment

Extensions of Controls

**If an Inclusionary project, identify subtype** (circle all that apply)

Units constructed on-site

Units constructed off-site

Combination

Contributory

Growth Share Ordinance

**If an Alternative Living Arrangement project, identify subtype** (circle one)

Transitional Facility for the Homeless

Residential Health Care Facility

Congregate Living Facility

Group Home

Boarding Homes (A through E) (only eligible for credit for 1987-99 plans)

Permanent Supportive Housing (unit credit)

Supportive Shared Living Housing (bedroom credit)

**PART B – PROJECT DETAIL (Complete all applicable sections)**

**COAH Rules that apply to project:** Round 1 Round 2 Round 3

**Project Address:** 154 Black Horse Lane \_\_\_\_\_

**Project Block/Lot/Qualifier (list all)** Block 90, Lot 54.01 \_\_\_\_\_

**Project Acreage:** \_\_\_\_\_ **Density:** \_\_\_\_\_ **Set Aside:** \_\_\_\_\_

**Project Sponsor: (circle one)** Municipally Developed Nonprofit Developed Private Developer

**Project Sponsor name:** South Brunswick/Volunteers of America \_\_\_\_\_

**Project Developer name:** Volunteers of America \_\_\_\_\_

**Planning Area (circle all that apply)**

1 2 3 4 4B 5 5B  
Highland Preservation Highlands Planning Area Pinelands Meadowlands  
CAFRA Category 1 Watershed

**Credit Type**

Prior-cycle (1980 – 1986) Post-1986 completed Proposed/Zoned Rehabilitation

**Credit Sub-Type (if applicable)**

Addressing Unmet Need Extension of Controls

**Construction Type (circle one)** New (includes reconstruction and conversions) Rehabilitation

**Flags (circle all that apply)** 3.1 Phased Durational Adjustment Conversion Court Project

Density Increase Granted Mediated Project Overlay Zone Result of Growth Share Ordinance

High Poverty Census Tract Off-Site Partnership Project RCA Receiving Project

Reconstruction Part of Redevelopment Plan

**Project Waiver granted** yes no **Round waiver was granted** R1 R2 R3

**Type of Waiver** \_\_\_\_\_

**Number of market units proposed** 0 \_\_\_\_\_ **Number of market units completed** 0 \_\_\_\_\_

**Number of market units with certificates of occupancy issued after 1/1/2004** 0 \_\_\_\_\_

**Number of affordable units under construction** 0 \_\_\_\_\_

**Condo Fee percentage (if applicable)** \_\_\_\_\_

**Affordability Average Percentage**<sup>1</sup> \_\_\_\_\_

<sup>1</sup> "Affordability Average" means an average of the percentage of median income at which restricted units in an affordable development are affordable to low and moderate-income households.



**For Contributory or Combination Sites**

Total payment in lieu of building affordable units on site \_\_\_\_\_

Number of affordable units created with payment \_\_\_\_\_

**Municipal or RCA funds committed to project** \$1.25 million \_\_\_\_\_**Municipal or RCA funds expended** \$1.25 million \_\_\_\_\_**Funding Sources** (circle all that apply)

County HOME County Rehab Funds CDBG Federal Home Loan Bank HODAG HUD HUD 202

HUD 236 HUD 811 HUD HOPE VI HUD HOME McKinney Funds Fannie Mae Multi-Family

UDAG UHORP USDA-FHA Rural Development USDA-FHA - Section 515 Development Fees

Municipal Bond Municipal Funds Payment in Lieu Private Financing RCA Capital FundingBalanced Housing Balanced Housing – Home Express DCA – Low Income House Tax Credit NPP

DCA Shelter Support Services DDD DHSS DHHS HMFA Low Income House Tax Credit

HMFA HMFA HOME MONI Section 8 Small Cities Other \_\_\_\_\_

**Effective date of affordability controls** \_\_\_\_\_**Length of Affordability Controls** (in years) 30 \_\_\_\_\_ or Perpetual**Administrative Agent** \_\_\_\_\_**For Redevelopment Projects**

Does this project require deed restricted units to be removed? Yes No

If Yes

# of deed restricted units removed \_\_\_\_\_

# of moderate income units removed \_\_\_\_\_

# of low income units removed \_\_\_\_\_

# of very low income units removed \_\_\_\_\_

# of rental units removed \_\_\_\_\_

# of for-sale units removed \_\_\_\_\_

# of one-bedroom units removed \_\_\_\_\_

# of two-bedroom units removed \_\_\_\_\_

# of three-bedroom units removed \_\_\_\_\_

## PART C – COUNTS

### Affordable Unit Counts

Total non-age-restricted 40 \_\_\_\_\_ Sales 0 \_\_\_\_\_ Rentals 40 \_\_\_\_\_ Total age-restricted 0 \_\_\_\_\_ Sales 0 \_\_\_\_\_ Rentals 0 \_\_\_\_\_

Complete the chart for the number of non-age-restricted and age-restricted units that are **restricted** for the following income categories (do not report on the income levels of residents currently residing in the units)

| <u>Low Income</u>                 | <u>Non-age restricted</u> | <u>Age-restricted</u> |
|-----------------------------------|---------------------------|-----------------------|
| 30% of median income <sup>2</sup> | 9 _____                   | _____                 |
| 35% of median income <sup>3</sup> | 27 _____                  | _____                 |
| 50% of median income              | 4 _____                   | _____                 |
| <u>Moderate Income</u>            |                           |                       |
| 80% of median income              | 0 _____                   | _____                 |

Note: 30% = less than or equal to 30 percent of median income  
35% = greater than 30 percent and less than or equal to 35 percent of median income  
50% = greater than 35 percent and less than or equal to 50 percent of median income  
80% = greater than 50 percent and less than 80 percent of median income

### Bedroom Distribution of Affordable Units

|              |                |       |               |       |               |       |               |       |
|--------------|----------------|-------|---------------|-------|---------------|-------|---------------|-------|
| Sale units   | efficiency low | _____ | 1 bedroom low | _____ | 2 bedroom low | _____ | 3 bedroom low | _____ |
|              | efficiency mod | _____ | 1 bedroom mod | _____ | 2 bedroom mod | _____ | 3 bedroom mod | _____ |
| Rental units | efficiency low | _____ | 1 bedroom low | _____ | 2 bedroom low | _____ | 3 bedroom low | _____ |
|              | efficiency mod | _____ | 1 bedroom mod | _____ | 2 bedroom mod | _____ | 3 bedroom mod | _____ |

### Completed Units

Number of affordable units completed in this project 40 \_\_\_\_\_

Number of affordable units in this project lost through foreclosures, illegal sale or expired affordability controls 0 \_\_\_\_\_

<sup>2</sup> Pursuant to N.J.A.C. 5:97-3.7 units deed restricted to households earning 30% or less of median income may be eligible for Bonus Credit for Very-Low Income Units. (RCA receiving units not eligible for bonus credits)

<sup>3</sup> Pursuant to N.J.A.C. 5:80-26.3(d) At least 10 percent of all low- and moderate-income rental units must be deed restricted to households earning no more than 35 percent of median income

**PART D - (completed by Sending Municipality)**

**For Approved Regional Contribution Agreements (RCA)**

|                             |       |                            |       |
|-----------------------------|-------|----------------------------|-------|
| Sending Municipality        | _____ | County                     | _____ |
| RCA Receiving Municipality  | _____ | County                     | _____ |
| COAH approval date          | _____ |                            |       |
| Number of units transferred | _____ | Cost per unit              | _____ |
| Total transfer amount       | _____ | Amount transferred to date | _____ |

**For Partnership Program**

|                                    |       |                            |       |
|------------------------------------|-------|----------------------------|-------|
| Sending Municipality               | _____ | County                     | _____ |
| Partnership Receiving Municipality | _____ | County                     | _____ |
| Name of Project                    | _____ |                            |       |
| Credits for Sending Municipality   | _____ |                            |       |
| Total transfer amount              | _____ | Amount transferred to date | _____ |

Summary of Sending Municipality's contractual agreement with Partnership Receiving Municipality

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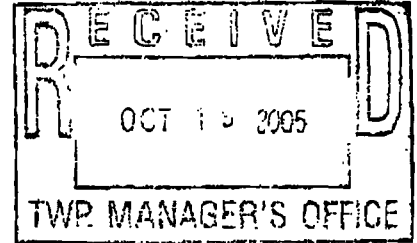




State of New Jersey  
DEPARTMENT OF COMMUNITY AFFAIRS  
101 SOUTH BROAD STREET  
PO BOX 800  
TRENTON, NJ 08625-0800

RICHARD J. CODEY  
Acting Governor

October 17, 2005



CHARLES A. RICHMAN  
Acting Commissioner

The Honorable Frank Gambatese  
Mayor of South Brunswick Township  
P.O. Box 190  
Monmouth Junction, NJ 08852

Dear Mayor Gambatese:

On behalf of Acting Governor Richard J. Codey, the New Jersey Department of Community Affairs ("DCA") and the New Jersey Housing and Mortgage Finance Agency ("HMFA"), I am pleased to inform you that HMFA has approved a reservation of Low Income Housing Tax Credits in the amount of \$275,423 for the project known as Deans Apartments, sponsored by Volunteers of America. Funding of this development will help to create an additional 40 units of affordable housing in South Brunswick Township.

I am proud that DCA and HMFA are able to provide assistance for this worthwhile project. If you have any questions regarding this funding or need any further information, please feel free to contact me.

Sincerely,

CHARLES A. RICHMAN  
Acting Commissioner



**AFFORDABLE HOUSING TRUST FUND  
GRANT AGREEMENT**

**BETWEEN THE TOWNSHIP OF SOUTH BRUNSWICK**

**And**

**VOLUNTEERS OF AMERICA NATIONAL SERVICES**

Dated: August 18, 2005

**THIS AFFORDABLE HOUSING TRUST FUND GRANT AGREEMENT,**  
hereinafter "Grant Agreement" made as of this 18<sup>th</sup> day of August, 2005, by and  
between **VOLUNTEERS OF AMERICA, NATIONAL SERVICES**, a Minnesota Non-Profit  
Corporation, having an office at c/o 1660 Duke Street, Alexandria, VA 22314-3427 (hereinafter  
"Grantee") and the **TOWNSHIP OF SOUTH BRUNSWICK**, a Municipal Corporation in the  
County of Middlesex and the State of New Jersey (hereinafter designated as the "Township").

**W I T N E S S E T H:**

**WHEREAS**, South Brunswick VOA Urban Renewal Affordable Housing, L.P.  
(hereinafter "VOA" or the "Entity") formed at the direction of the Grantee, has applied to have a  
Long Term Tax Exemption granted for an urban renewal project located at 154 Blackhorse Lane,  
commonly known as Deans Apartments, further known as Block 90, Lot 54.01 on the Official  
Tax Maps of the Township of South Brunswick (hereinafter called "Deans Apartments" or the  
"Project"); and

**WHEREAS**, the Township has been asked by the Entity to grant its approval for a tax  
exemption for the Project, upon the terms and conditions set forth in a separate Payment in Lieu  
of Taxes (PILOT) Agreement; and

**WHEREAS**, the Grantee has also submitted an application and request for a grant from  
the Township's Affordable Housing Trust Fund in the amount of \$1,250,000 for the  
rehabilitation of the Project, for which it has an option to purchase from the existing owner; and

**WHEREAS**, the Township has agreed to award such grant under the terms and  
conditions hereinafter set forth;

**NOW THEREFORE**, in consideration of the mutual covenants herein contained and for other good and valuable consideration, it is mutually covenanted and agreed as follows:

**GRANT AWARD**

1. Pursuant to South Brunswick Code Sec. 62-2001 (h) (1), the Township hereby agrees to convey to the Grantee, and/or one or more of its parent/subsidiary urban renewal entities, a grant out of the South Brunswick Affordable Housing Trust Fund in the amount of seventy-five (75%) percent of total rehabilitation costs for the Project, not to exceed a total grant amount of \$1,250,000.00.
2. Said grant is contingent upon the sale of Deans Apartments, located at 154 Blackhorse Lane (Block 90, Lot 54.01) to the Entity and/or one or more of its parent/subsidiary urban renewal entities for the preservation of Deans Apartments as affordable housing.
3. The grant funds shall be provided by the Grantee to the Entity for the rehabilitation of the Deans Apartments complex in order to render all of the units therein affordable to very low-, low- and moderate-income households.
4. The Entity shall perform or cause to be performed substantial and total rehabilitation of the Project; continue affordability controls on the property; provide long-term, stable property management; and ensure that none of the current tenants are displaced.
5. Payments to the Grantee shall be made via periodic vouchers submitted to the Township, with supporting documentation attached thereto, as rehabilitation work progresses. The Township shall review said periodic vouchers and, if approved, pay same within sixty (60) days of receipt. If there is a question as to any voucher, the Township shall notify the Grantee as soon as possible so that the question may be resolved and the voucher adjusted and/or paid promptly thereafter.



### AFFORDABILITY CONTROLS

6. Of the forty (40) units that exist at the Project, nine (9) units will be preserved as very low income (30% of Area Median Income) affordable housing units; twenty-seven (27) units will be preserved as low-income (35% of Area Median Income) affordable housing units; and four (4) units will be preserved as moderate-income (40% of Area Median Income) affordable housing units, as those terms are defined herein or as otherwise defined by the New Jersey Council on Affordable Housing (COAH). Notwithstanding the foregoing, the Entity may increase rents on the Project units on a yearly basis, commensurate with inflation and other operating cost factors (i.e., insurance, gas, electric), as long as any such rent increase is approved by the U.S.D.A. Rural Development Agency (USRDA) and maintains the affordability of the Project units pursuant to the terms of this Grant Agreement.

7. The Entity shall actively solicit and secure whenever possible such rental assistance vouchers or other type of rental assistance as may be available from any source in order to keep rents charged to tenants as low as possible, including assistance designed to establish rents based upon the tenant's individual income, but only so long as said assistance results in a rent that is lower than that established by this Grant Agreement.

8. The Entity will ensure a continuation of affordability controls so as to come under and be in conformance with the regulations and requirements promulgated by COAH and/or the USRDA for a period of thirty (30) years beginning at the time the Entity takes title to the property or at the time of expiration of the current affordability controls in 2006. No tenant's individual rent shall be increased unless said increase is in strict accordance with guidelines promulgated by COAH and USRDA.

9. At the sole discretion of the Township, said affordability controls may be continued for two (2) additional ten (10) year periods, upon written notice from the Township to the Entity given one (1) year prior to the expiration of the then current control period.

#### MAINTENANCE

10. The Entity shall at all times prior to the expiration or termination of this Grant Agreement maintain and care for the Project in accordance with the standards of USRDA, COAH, Municipal Ordinance and as described in the "Deans Apartments Proposal" dated August 4, 2005, a copy of which is attached hereto and made a part hereof. The Entity shall provide to the Township a copy of all reports detailing any repairs that are required, broken down on a unit by unit basis with costs associated for each unit, during the term of this Grant Agreement and/or the PILOT Agreement and a schedule of when such repairs shall be completed.

11. The Entity shall advise the Township in writing of the name, address and telephone number of the person(s) responsible for ongoing repair, maintenance and upkeep of the Project. Said person(s) shall be accessible during normal business hours to respond to reasonable requests by the tenants and/or the Township for maintenance, upkeep and repairs to Deans Apartments. Said person(s) shall be accessible 24 hours per day, seven days per week to respond immediately to all emergencies occurring at or effecting Deans Apartments.

#### TENANTS' ASSOCIATION

12. The Entity shall ensure ongoing dialogue with the tenants of the Project by creating and maintaining a Tenants' Association. Through the Tenants' Association, the tenants shall be given an active role in monitoring and promoting the quality of life for the residents of the Deans Apartments community.

### RELOCATION

13. In the event any tenant must be temporarily relocated during the rehabilitation process, the Entity will locate temporary housing on the tenant's behalf and shall pay for all of the relocation costs associated therewith and/or incurred by the tenant. The Entity shall ensure that the temporary housing provided is in good condition, is for as short a period of time as is possible, is for no longer than is necessary to complete rehabilitation of that tenant's unit at the Project and is designed to minimize any inconvenience to the tenant.

### INSPECTIONS

14. The Entity agrees to maintain a system of accounting and internal controls established and administered in accordance with generally accepted accounting principles. Within ninety (90) days after the close of each fiscal or calendar year, depending on the Entity's accounting basis, that this Grant Agreement shall continue in effect, the Entity which administers and manages the Project shall submit its auditor's report certified by a certified public accountant for the preceding fiscal or calendar year to the Director of Economic Development, the Chief Financial Officer, and the Township Clerk of the Township. Said auditor's report shall include, but not be limited to, the following: rental schedule of the Project and the terms and interest rate on any mortgage(s) associated with the Project and such details as may relate to the financial affairs of the Entity and to its operation and performance.

15. The Entity shall permit the Township, its agents, servants and/or employees, to inspect the property, equipment, buildings and other facilities of the Project. It also shall permit, upon request, examination and audit of its books, contracts, records, documents and papers by representatives duly authorized by the Township. Such examination or audit shall be made during reasonable hours of the business day, in the presence of any officer or agent of the Entity.

16. The Entity shall submit a final and accurate Operating Budget no later than thirty (30) days after sale of the property to the Grantee or the Entity, whichever occurs first, for Township review. The Township may withhold the expenditure of any of the \$1,250,000 until it is reasonably satisfied that the Project will be operating in a fiscally sound manner.

#### **EFFECT OF PILOT AGREEMENT**

17. The terms and conditions of this Grant Agreement shall remain in full force and effect whether or not the Township grants its approval for a tax exemption on the Project under the provisions of the Long Term Tax Exemption Law and/or whether or not the Township enters into a PILOT Agreement with VOA.

18. The terms and conditions of this Grant Agreement shall remain in full force and effect whether or not the Annual Service Charge, as more fully defined in the PILOT Agreement, remains the same or changes in any respect.

19. The terms and conditions of this Grant Agreement shall remain in full force and effect whether or not the PILOT Agreement has expired. Any extension of the affordability controls pursuant to the terms of this Grant Agreement shall not effect the terms of the PILOT Agreement and shall not obligate the Township to extend the PILOT Agreement to be coterminous with any extensions of this Grant Agreement.

20. Any violation of the PILOT Agreement by the Entity shall also constitute a violation of this Grant Agreement, it being understood that this Grant Agreement requires the Entity to comply in all respects with the terms and conditions of the PILOT Agreement.

#### **SALE/TERMINATION OF THE PROJECT**

21. It is understood and agreed that the Township, on written application by the Entity, will not unreasonably withhold its consent to a sale of the Project site and the transfer of obligations

contained in this Grant Agreement to another entity eligible to operate the Project pursuant to all applicable laws, provided that (i) the Entity is not in default regarding any performance required of it hereunder, (ii) full compliance with N.J.S.A. 40A:20-1, et seq. has occurred, and (iii) the Entity's obligations under this Grant Agreement and the PILOT Agreement are fully assumed by the transferee.

22. In the event the Entity should notify the Municipal Council of the Township that, as of a certain date designated in the notice, the entity relinquishes the Project's status as a tax exempted project, or in the event that the Project otherwise fails to qualify for tax exemption pursuant to the terms of the PILOT Agreement or otherwise, the Entity shall continue to be bound by the terms and conditions contained herein.

23. At the end of any period of tax exemption granted pursuant to the Long Term Tax Exemption Law, or in the event that the property of the Entity, as well as the land, shall be assessed and taxed according to general law like other property in the Township, the Entity shall continue to be bound by the terms and conditions contained herein.

#### DISPUTE RESOLUTION

24. In the event of a breach or violation of this Grant Agreement by either of the parties hereto or a dispute arising between the parties in reference to the terms and provisions as set forth herein, either party may apply to the Superior Court of New Jersey, venued in Middlesex County, by an appropriate proceeding to settle and resolve said dispute. In the event the Superior Court shall not entertain jurisdiction, then the parties shall submit the dispute to the American Arbitration Association in New Jersey to be determined in accordance with its rules and regulations. Costs for said arbitration shall be borne equally by the parties.

### INDEMNIFICATION

25. It is understood and agreed that in the event the Township shall be named as a party defendant in any action brought against the Entity by reason of any of the provisions of this Grant Agreement or any breach, default or violation thereof, the Entity shall indemnify and hold the Township harmless, and the Entity agrees to defend said action at its own expense. However, the Township maintains the right to intervene as a party thereto, to which intervention the Entity consents, the expense thereof to be borne by the Township.

### VIOLATIONS

26. All of the remedies provided in this Grant Agreement to the Township, and all rights and remedies granted to it by law and equity shall be cumulative and concurrent. No termination of any provision contained within this Grant Agreement shall deprive the Township of any of its rights and remedies in accordance with law or actions against the Entity because of its failure to comply with any of the provisions hereof.

### WAIVER

27. Nothing contained herein or otherwise shall constitute a waiver or relinquishment by the Township of any rights and remedies, including, without limitation, the right to terminate this Grant Agreement for violation of any of the conditions provided herein. Nothing herein shall be deemed to limit any right of recovery of any amount which the Township has under law, in equity, or under any provision of this Grant Agreement.

### NOTICE

28. Any notice required hereunder to be sent by either party to the other shall be sent by certified mail or registered mail, return receipt requested, addressed as follows:

(a) When sent by the Township to the Entity and/or Grantee it shall be addressed to  
VOLUNTEERS OF AMERICA, NATIONAL SERVICES., c/o Volunteers of America, Inc.,  
1660 Duke Street, Alexandria, VA 22314-3427, Attn: Asset Manager.

With a copy to:

South Brunswick VOA Urban Renewal Affordable Housing, L.P.  
100 Woodhaven Drive  
Monmouth Junction, NJ 08852

And

Volunteers of America, Inc.  
1660 Duke Street  
Alexandria, VA 22314-3427  
Attn: General Counsel – Deans Apartments

(b) When sent by the Entity to the Township, it shall be addressed to the TOWNSHIP  
OF SOUTH BRUNSWICK, Township Clerk, Municipal Complex, 540 Ridge Road, Monmouth  
Junction, New Jersey 08852, with copies sent to the Department of Law, Tax Collector, Tax  
Assessor, the Director of the Department of Planning, Community and Economic Development  
and the Chief Financial Officer unless, prior to the giving of notice, the Township shall have  
notified the Entity otherwise. The notice to the Township shall identify the subject as “VOA  
Grant Agreement” Block 90, Lot 54.01 on the Official Tax Maps of the Township of South  
Brunswick, New Jersey.

#### SEVERABILITY

29. If any of the terms, covenants or conditions of this Grant Agreement shall be held to be  
invalid or unenforceable, the remainder of this Grant Agreement or the application of such term,  
covenant or condition to persons or circumstances other than those as to which it is held invalid  
or unenforceable, shall not be affected thereby, and each term, covenant or condition of this  
Grant Agreement shall be valid and be enforced to the fullest extent permitted by law.

### **MISCELLANEOUS**

30. This Grant Agreement shall be construed and enforced in accordance with the laws of the State of New Jersey, and without regard to or aid of any presumption or other rule requiring construction against the party drawing or causing this Grant Agreement to be drawn since counsel for both the Entity and the Township have combined in their review and approval of same.

31. The parties agree that in the event of a conflict between the grant application and this Grant Agreement, the language in this Grant Agreement shall govern and prevail.

32. There have been no oral representations made by either of the parties hereto which are not contained in this Grant Agreement. This Grant Agreement and the grant application constitute the entire Grant Agreement between the parties and there shall be no modifications thereto other than by a written instrument executed by both parties and delivered to each other.



IN WITNESS WHEREOF, the parties have caused these presents to be executed  
as of the day and year first above written.

WITNESS:

VOLUNTEERS OF AMERICA  
NATIONAL SERVICES

Wayne A.

By: Ken Patterson  
Ken Patterson, Asst. Secretary

ATTEST:

THE TOWNSHIP OF  
SOUTH BRUNSWICK

Linda Dougherty  
LINDA DOUGHERTY,  
Deputy Township Clerk

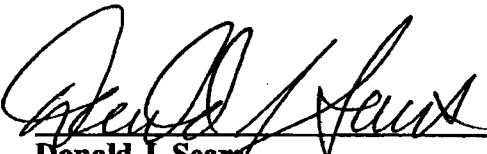
BY: Frank Gambatese  
FRANK GAMBATESE, Mayor

STATE OF NEW JERSEY:  
SS  
COUNTY OF MIDDLESEX:

I CERTIFY that on August 18, 2005, LINDA DOUGHERTY personally came before me and she acknowledged under oath, to my satisfaction, that:

- (a) she is the Deputy Township Clerk of the Township of South Brunswick, the municipal corporation named in this document;
- (b) she is the attesting witness to the signing of this document by Frank Gambatese who is the Mayor of the Township of South Brunswick;
- (c) this document was signed and delivered by the Township of South Brunswick as its voluntary act duly authorized by a proper resolution of the Township Council;
- (d) she knows the proper seal of the Township of South Brunswick which was affixed to this document; and
- (e) she signed this proof to attest to the truth of these facts.

Signed and sworn to before me  
On August 18, 2005

  
Donald J. Sears  
An Attorney at Law  
In the State of New Jersey

  
Linda Dougherty, Deputy Township Clerk

STATE OF: Minnesota

SS

COUNTY OF: Hennepin

I CERTIFY that on August 17, 2005, Wayne Olson  
personally came before me and he/she acknowledged under oath, to my satisfaction, that:

(a) he/she is the Senior Vice President of Volunteers of America National Services  
the corporation named in this document;

(b) he/she is the attesting witness to the signing of this document by  
Ron Patterson, who is the Asst Secretary of Volunteers of America National  
Services;

(c) this document was signed and delivered by Volunteers of America National  
Services as its voluntary act duly authorized by a proper resolution;

(d) he/she knows the proper seal of Volunteers of America National Services,  
which was affixed to this document; and

(e) he/she signed this proof to attest to the truth of these facts.

Signed and sworn to before me

On August 17, 2005

Lisa M. Glancke





**To:** Council of the Township of South Brunswick  
**From:** Patrick Sheridan, Vice President of Real Estate Development  
**Date:** August 4, 2005  
**Re:** Deans Apartments Proposal

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As requested, the following supplemental materials will facilitate your review of Volunteers of America's proposal to acquire and rehabilitate Deans Apartments.

**1. General Property Maintenance Outline**

See Attached Outline

**2. Proposed Current Rent and the Projected Rent**

We would commit to setting aside 9 units at 30% AMI rents. The other units would be reserved at 35% AMI rents. While a rent increase of \$95 would be required for 31 units in order to meet operating expenses, we intend to phase in the rent increase over the first three years rather than up front.

See Attached Comparison

**3. Commitment to Organize Tenant Council**

As owner, we would also organize a tenant association in order to provide a forum for the tenants to express their concerns.

See Attached Letter

We look forward to working with you. Please do not hesitate to contact me at (703) 341-5095 if you would like to discuss any element of the proposal.

| Unit | Unit | Unit | Unit | Unit | Unit | Unit | Unit | Unit |
|------|------|------|------|------|------|------|------|------|
| 501  | 1    | 1    | \$   | 425  | \$   | 520  | \$   | 95   |
| 502  | 1    | 1    | \$   | 425  | \$   | 520  | \$   | 95   |
| 503  | 1    | 1    | \$   | 425  | \$   | 434  | \$   | 9    |
| 504  | 1    | 1    | \$   | 425  | \$   | 434  | \$   | 9    |
| 505  | 1    | 1    | \$   | 425  | \$   | 520  | \$   | 95   |
| 506  | 1    | 1    | \$   | 425  | \$   | 520  | \$   | 95   |
| 507  | 1    | 1    | \$   | 425  | \$   | 520  | \$   | 95   |
| 508  | 1    | 1    | \$   | 425  | \$   | 520  | \$   | 95   |
| 601  | 1    | 1    | \$   | 425  | \$   | 520  | \$   | 95   |
| 602  | 1    | 1    | \$   | 425  | \$   | 520  | \$   | 95   |
| 603  | 1    | 1    | \$   | 425  | \$   | 520  | \$   | 95   |
| 604  | 1    | 1    | \$   | 425  | \$   | 434  | \$   | 9    |
| 605  | 1    | 1    | \$   | 425  | \$   | 520  | \$   | 95   |
| 606  | 1    | 1    | \$   | 425  | \$   | 520  | \$   | 95   |
| 607  | 1    | 1    | \$   | 425  | \$   | 434  | \$   | 9    |
| 608  | 1    | 1    | \$   | 425  | \$   | 520  | \$   | 95   |
| 101  | 2    | 2    | \$   | 500  | \$   | 594  | \$   | 94   |
| 102  | 2    | 0    | \$   | 500  | \$   | 594  | \$   | 94   |
| 103  | 2    | 3    | \$   | 500  | \$   | 490  | \$   | (10) |
| 104  | 2    | 3    | \$   | 500  | \$   | 594  | \$   | 94   |
| 105  | 2    | 3    | \$   | 500  | \$   | 490  | \$   | (10) |
| 106  | 2    | 1    | \$   | 500  | \$   | 594  | \$   | 94   |
| 201  | 2    | 2    | \$   | 500  | \$   | 490  | \$   | (10) |
| 202  | 2    | 4    | \$   | 500  | \$   | 594  | \$   | 94   |
| 203  | 2    | 2    | \$   | 500  | \$   | 594  | \$   | 94   |
| 204  | 2    | 4    | \$   | 500  | \$   | 594  | \$   | 94   |
| 205  | 2    | 2    | \$   | 500  | \$   | 594  | \$   | 94   |
| 206  | 2    | 2    | \$   | 500  | \$   | 594  | \$   | 94   |
| 301  | 2    | 1    | \$   | 500  | \$   | 490  | \$   | (10) |
| 302  | 2    | 2    | \$   | 500  | \$   | 594  | \$   | 94   |
| 303  | 2    | 4    | \$   | 500  | \$   | 594  | \$   | 94   |
| 304  | 2    | 2    | \$   | 500  | \$   | 594  | \$   | 94   |
| 305  | 2    | 2    | \$   | 500  | \$   | 594  | \$   | 94   |
| 306  | 2    | 5    | \$   | 500  | \$   | 490  | \$   | (10) |
| 401  | 2    | 2    | \$   | 500  | \$   | 594  | \$   | 94   |
| 402  | 2    | 2    | \$   | 500  | \$   | 594  | \$   | 94   |
| 403  | 2    | 3    | \$   | 500  | \$   | 594  | \$   | 94   |
| 404  | 2    | 3    | \$   | 500  | \$   | 594  | \$   | 94   |
| 405  | 2    | 2    | \$   | 500  | \$   | 594  | \$   | 94   |
| 406  | 2    | 3    | \$   | 500  | \$   | 594  | \$   | 94   |
|      |      |      |      |      |      | \$   |      |      |

## Table of Contents

|   |    |
|---|----|
| I. The Role and Responsibility of the Owner and the Owners relation and delegation of Authority to the Managing Agent | 2  |
| II. Personnel Policy and Staffing Arrangements  | 4  |
| III. Plans and Procedures for Publicizing and Achieving Early Occupancy   | 5  |
| IV. Procedures for Determining Resident Eligibility and for Certified and Recertified Incomes                         | 6  |
| V. Plans for Carrying out an Effective Maintenance and Repair Program   | 7  |
| VI. Rent Collection Policies and Procedures   | 8  |
| VII. Program for Maintaining Adequate Accounting Records and Handling Necessary forms and Vouchers                    | 9  |
| VIII. Plans for Resident Management Relationship  | 10 |

I. The Role and Responsibility of the Owner and the Owners relation and delegation of Authority to the Managing Agent.

A. What are the supervisory relationships, and to whom are the persons responsible for the day-to-day operation of the project accountable? Who is the Certified Public Accountant hired by the Owner?

The Owner of Deans Apartments has retained the firm of Moderate Income Management Company (hereinafter called MIMC), to act as their rental agent and Managing Agent. While the Owner recognizes their overall responsibility to set policy and make major operating decisions, they have delegated the daily management function to MIMC. The Owner has delegated the operation of the physical plant and collection of monthly rent to Moderate Income Management Company, Inc. It is the intention of both the Owner, and Moderate Income Management Company, Inc to work jointly so as to supply an aesthetically pleasing and socially compatible living environment to the residents of the Community.

It will be the responsibility of the Managing Agent to comply with the appropriate regulations of the New Jersey Housing and Mortgage Finance Agency (hereinafter called NJHMFA) and the Rural Development Service (hereinafter called RDS) in the financial administration of the project. It will be the responsibility of Moderate Income Management Company, Inc to comply with the appropriate regulations of the New Jersey Housing and Mortgage Finance Agency (hereinafter called NJHMFA) and the Development Service (hereinafter called RDS) in the physical administration of the project. In their capacity the Managing Agent, MIMC will have the authority to run the project in the most efficient manner possible. In addition, the Managing Agent will provide sufficient staff members, as required to oversee the daily running of the project in accordance with budget limitations. This staff shall be employed by the owner. These employees will perform the necessary maintenance functions of the building.

B. Under what conditions must the Managing Agent consult the Owner before taking action?

It is the role of the Owner to set the policy framework within which the Managing Agent will operate. In conjunction with this, no expenditure over \$1000.00 can be made without the approval of the Owner. Contracts for oil delivery, laundry equipment, exterminating, insurance and like matters will be solicited first by the Managing Agent and brought to the Owner for discussions and final selection. All expenditures for contracts will be desired to have been previously approved by the Owner. The Managing Agent will notify the Owner of any claims, injuries or accidents which might potentially evolve into an insurance claim or possible litigation. The Managing Agent will prepare a monthly operating report for the Owners review, in a form which is mutually acceptable.

C. What are the areas in which the Managing Agent may make decisions without consulting the Owner?

The Managing Agent will be responsible for the daily administrative and clerical duties of running the project. In this capacity, the Managing Agent shall develop maintenance and cleaning schedules necessary to provide for the up-keep of the development. It shall be the Managing Agents responsibility to interview residents, process the necessary NJHMFA and RDS forms, as required, in order to achieve initial and permanent occupancy. All procedures shall be submitted to the Owner for approval.

D. Who in the project Owners organization is the key contact person for the Managing Agent?

The Asset Management Division will be the contact person through which the Managing Agent works.

MIMC will have the authority to make emergency decisions, however, in a non emergency situation, policy matters will be brought to the Owner for their judgment.

- D. What is the follow-up procedure when a resident misses a rent payment? When is the payment considered missed and what arrangements are allowed to make-up a missed payment?

If a resident fails to make payment after notification of delinquency, Moderate Income Management Company, Inc. will make every effort to determine why this payment has not been received and take appropriate action.

- E. What are the eviction procedures?

Eviction of a resident will only be used as a final resolution of a problem. The eviction process is established by State law. Management's procedure for eviction complies with all State Laws and State and Federal Regulations.

- F. Are the rent payments adequately recorded and kept in separate accounts?

As rents are received, recorded and deposited daily in the developments Operating Account by Moderate Income Management Company, Inc. Copies of the deposits are forwarded to the office of MIMC and verification of collection of all rents sent to the office prior to the tenth (10) of the month.

VII. Programs for Maintaining Adequate Accounting Records and Handling Necessary Forms and Vouchers.

- A. Are accounting and purchasing procedures consistent with the Rural Development Service?

All records will be kept in conformance with the RDS Manual. These records will be kept in the home office of MIMC.

- B. How will monthly reporting requirements be handled?

Monthly reports submitted to RDS and the Owner will be prepared at the office of MIMC for transmittal to the appropriate party.

Monthly operating reports will be prepared by the home office and submitted directly to the Owner and the RDS, as required.

- C. Are resident's certifications and recertifications kept on file?

All certifications and recertifications will be completed and kept at the development. These reports will be placed in the individual resident's file, kept accurate and up-to-date and will be completed as required by either NJHMFA or the RDS.

- D. Is the project's accounting system such that the project cash flow can be easily monitored?

The accounting system that will be employed will be in conformance with the RDS' requirements, thereby, enabling the RDS, the Management Agent and the Owner to easily determine the exact cash position of the project on a month to month basis. All bank accounts will be reconciled monthly and journal entries made in conformance with the accounting procedures established by the RDS.

By what day in the month will the Owner and New Jersey Housing Finance Agency receive the monthly accounting reports?

The monthly accounting reports will be prepared by the home office of MIMC and will be submitted by the fifteenth (15) day of the month. These reports will show the actual financial position of the development in terms of income and expenses. These reports will be supplied to both the Owner and the Agency during the life of the project.



### VIII. Plans for Resident Management Relationship

A. What are the policies and procedures covering the handling of resident grievances?

In order to have a cohesive and viable building, the residents should organize themselves into an organization. The Owner recognizes that this situation will better enable the flow of communication as well as providing of services. It is anticipated that regularly scheduled meetings between the Moderate Income Management Company, Inc and the Resident's organization will be held in order to provide a mechanism to handle grievances. This organization may be the conduit through which these problems or grievances flow on a collective basis. Individual and personal problems, however, may be brought immediately to the attention of the Management Agent and its staff so that the resolution of these problems might be effectuated immediately. It is felt that through this resident's organization a more viable building can be achieved. The providing of programs as well as services through a resident's organization encourages participation from the majority of those residents of the building.

B. What are the policies and procedures covering the servicing of resident requests?

In order to effectively control the servicing and maintenance of individual residents, it will be required that the resident inform the office of any request for services. This request will be entered on a work order form and issued to the Superintendent for completion. This repair form will require the signature of the resident for confirmation as to the satisfaction of the repair. A copy of this form will be kept on file in the office. If the work required mandates the ordering of replacement parts, resident will be advised when the repair will be completed.

C. How will the residents be oriented to the project?

During the initial application process and prior to signing their lease, the residents will be provided a "resident handbook" which will include a copy of the building rules and regulations as well as various personal and insurance notifications. Also included in this handbook will be the management policies detailing the operation of the developments. Orientation seminars will be conducted to groups of residents again explaining management guidelines and rules and regulations governing the development. Available social service programs will be explained to the residents and the mechanism for obtaining service from these programs will also be made available. Management will conduct Resident meetings on a regular basis to insure that residents have the opportunity to discuss their issues directly with Management.

D. What are the leasing policies and procedures?

All residents will be required to sign a one (1) year lease for their apartment. No deviation in this leasing procedure will be permitted. All residents will be required to place the maximum amount allowed under New Jersey Law, in a security deposit account for which they will receive the stipulated rate of interest governing that account. Upon termination of their lease, they will be permitted a reimbursement of this amount less the cost of repairing any damage over and above normal wear and tear. If a resident intends to vacate their apartment, they must give the Management Company at least thirty (30) days written notice prior to the termination of their lease. If all or part of the security deposit of not being returned, an itemized expense sheet will be prepared and deductions made from their security on a dollar for dollar basis. Only residents whose names appear on the lease may reside in the apartment.

E. Is the Management Agent willing to work with the resident's organization and with local national groups with which such organizations may be affiliated? Have you successfully worked with such organizations in the past?

Moderate Income Management Company, Inc, as well as the Owner, are prepared to work with all groups in order to assist the residents in achieving a more healthful and viable life style. Both Management and the Owner have had success in the past working with both residents associations as well as affiliated organizations

**F. How does the Management Agent propose to enlist the support and participation of residents?**

It is the intention of Moderate Income Management Company, Inc to assist the residents in the formation of a resident's organization or club. It will be the responsibility of Moderate Income Management Company, Inc to be the initial catalyst for the establishment of floor captains and the institutions of initial programmatic approaches for the resident's enjoyment. Management believes that resident participation creates an open and viable dialogue between all parties involved and this will lead to a productive relationship.

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## MARKET TO AFFORDABLE PROGRAM (N.J.A.C. 5:97-6.9)

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### General Description

Municipality/County: South Brunswick, Middlesex County

Affordable Units Proposed: 146

Family Rentals: 80

Low-Income: 80

Moderate-Income: \_\_\_\_\_

Age-Restricted Rentals: 0

Low-Income: \_\_\_\_\_

Moderate-Income: \_\_\_\_\_

Family For-Sale: 60

Low-Income: \_\_\_\_\_

Moderate-Income: 60

Age-Restricted For-Sale: 0

Low-Income: \_\_\_\_\_

Moderate-Income: \_\_\_\_\_

Average expenditure:

For each low-income unit: \$ 30,000

For each moderate-income unit: \$ 25,000

Bonuses, if applicable:

Rental bonuses as per N.J.A.C. 5:97-3.5: 0

Rental bonuses as per N.J.A.C. 5:97-3.6(a): 0

Very low income bonuses as per N.J.A.C. 5:97-3.7<sup>1</sup>: 0

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### Information and Documentation Required with Petition

- ☒ Project/Program Information Form (previously known as Project/Program Monitoring Form. If relying on previously submitted 2007 monitoring and/or subsequent CTM update, also check here ☐ in lieu of submitting forms.)

- ☒ Demonstration that there are sufficient market-rate units within the municipality on the multiple listing service for a viable program
- ☒ Estimate of the amount required to subsidize typical for-sale and/or rental units including any anticipated rehabilitation costs
- ☒ Documentation of funding sources
- ☒ Municipal resolution appropriating funds from general revenue or a resolution of intent to bond in the event of a funding shortfall
- ☒ Spending plan including the details to implement this program

### **Information and Documentation Required Prior to Substantive Certification**

- ☐ Resolution or executed contract designating an experienced Administrative Agent, and a statement of his/her qualifications, in accordance with N.J.A.C. 5:96-18
- ☐ Adopted operating manual that includes a description of program procedures and administration or a statement indicating that the Administrative Agent designated to run the program uses a COAH-approved manual
- ☐ Affirmative Marketing Plan in accordance with UHAC

### **Market to Affordable Narrative Section**

See housing element and fair share plan for additional narrative.

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<sup>1</sup> Pursuant to PL 2008 c.46, Very Low-Income bonuses may only be granted for very low-income units that exceed 13 percent of the of the housing units made available for occupancy by low-income and moderate income households.

**PART A – PROJECT HEADER**

Municipality: South Brunswick \_\_\_\_\_

County: Middlesex \_\_\_\_\_

Project or Program Name: Market to Affordable Program

**Project Status** (circle current status and enter date of action for that status)

Status Date

Proposed/Zoned

12/10/08 \_\_\_\_\_

Preliminary Approval

Final Approval

Affordable Units under Construction

Completed (all affordable certificates of occupancy (C.O.) issued)

Deleted from Plan  
(date approved by COAH) \_\_\_\_\_ )

**Mechanisms - Project / Program Type** (circle one)

Assisted Living Facility

Alternative Living Arrangement

Accessory Apartment

Market to Affordable

Credits without Controls

ECHO

100 Percent Affordable

Inclusionary

Rehabilitation

Redevelopment

**If an Inclusionary project, identify subtype** (circle all that apply)

Units constructed on-site

Units constructed off-site

Combination

Contributory

Growth Share Ordinance

**If an Alternative Living Arrangement project, identify subtype** (circle one)

Transitional Facility for the Homeless

Residential Health Care Facility

Congregate Living Facility

Group Home

Boarding Homes (A through E) (only eligible for credit for 1987-99 plans)

Permanent Supportive Housing (unit credit)

Supportive Shared Living Housing (bedroom credit)

**PART B – PROJECT DETAIL (Complete all applicable sections)**

**COAH Rules that apply to project:** Round 1 Round 2 Round 3

**Project Address:** \_\_\_\_\_

**Project Block/Lot/Qualifier (list all)** \_\_\_\_\_

**Project Acreage:** \_\_\_\_\_ **Density:** \_\_\_\_\_ **Set Aside:** \_\_\_\_\_

**Project Sponsor: (circle one)** Municipally Developed Nonprofit Developed Private Developer

**Project Sponsor name:** \_\_\_\_\_

**Project Developer name:** \_\_\_\_\_

**Planning Area (circle all that apply)**

1 2 3 4 4B 5 5B  
Highland Preservation Highlands Planning Area Pinelands Meadowlands  
CAFRA Category 1 Watershed

**Credit Type**

Prior-cycle (1980 – 1986) Post-1986 completed Proposed/Zoned Rehabilitation

**Credit Sub-Type (if applicable)**

Addressing Unmet Need Extension of Controls

**Construction Type (circle one)** New (includes reconstruction and conversions) Rehabilitation

**Flags (circle all that apply)** 3.1 Phased Durational Adjustment Conversion Court Project

Density Increase Granted Mediated Project Overlay Zone Result of Growth Share Ordinance

High Poverty Census Tract Off-Site Partnership Project RCA Receiving Project

Reconstruction Part of Redevelopment Plan

**Project Waiver granted** yes no **Round waiver was granted** R1 R2 R3

**Type of Waiver** \_\_\_\_\_

**Number of market units proposed** 0 \_\_\_\_\_ **Number of market units completed** 0 \_\_\_\_\_

**Number of market units with certificates of occupancy issued after 1/1/2004** 0 \_\_\_\_\_

**Number of affordable units under construction** 0 \_\_\_\_\_

**Condo Fee percentage (if applicable)** \_\_\_\_\_

**Affordability Average Percentage**<sup>1</sup> \_\_\_\_\_

<sup>1</sup> “Affordability Average” means an average of the percentage of median income at which restricted units in an affordable development are affordable to low and moderate-income households.

**For Contributory or Combination Sites**

Total payment in lieu of building affordable units on site \_\_\_\_\_

Number of affordable units created with payment \_\_\_\_\_

**Municipal or RCA funds committed to project** \_\_\_\_\_

**Municipal or RCA funds expended** \_\_\_\_\_

**Funding Sources** (circle all that apply)

County HOME   County Rehab Funds   CDBG   Federal Home Loan Bank   HODAG   HUD   HUD 202  
HUD 236   HUD 811   HUD HOPE VI   HUD HOME   McKinney Funds   Fannie Mae Multi-Family  
UDAG   UHOPR   USDA-FHA Rural Development   USDA-FHA - Section 515   Development Fees  
Municipal Bond   Municipal Funds   Payment in Lieu   Private Financing   RCA   Capital Funding  
Balanced Housing   Balanced Housing – Home Express   DCA – Low Income House Tax Credit   NPP  
DCA Shelter Support Services   DDD   DHSS   DHHS   HMFA Low Income House Tax Credit  
HMFA   HMFA HOME   MONI   Section 8   Small Cities   Other \_\_\_\_\_

**Effective date of affordability controls** \_\_\_\_\_

**Length of Affordability Controls** (in years) \_\_\_\_\_ or Perpetual

**Administrative Agent**                      South Brunswick Township \_\_\_\_\_

**For Redevelopment Projects**

Does this project require deed restricted units to be removed?                      Yes                      No

If Yes

# of deed restricted units removed \_\_\_\_\_

# of moderate income units removed \_\_\_\_\_

# of low income units              removed \_\_\_\_\_

# of very low income units removed \_\_\_\_\_

# of rental units removed \_\_\_\_\_

# of for-sale units removed \_\_\_\_\_

# of one-bedroom units removed \_\_\_\_\_

# of two-bedroom units removed \_\_\_\_\_

# of three-bedroom units removed \_\_\_\_\_

## PART C – COUNTS

### Affordable Unit Counts

Total non-age-restricted 146\_\_\_ Sales 66\_\_\_ Rentals 80\_\_\_ Total age-restricted \_\_\_ Sales \_\_\_ Rentals \_\_\_

Complete the chart for the number of non-age-restricted and age-restricted units that are **restricted** for the following income categories (do not report on the income levels of residents currently residing in the units)

| <u>Low Income</u>                 | <u>Non-age restricted</u> | <u>Age-restricted</u> |
|-----------------------------------|---------------------------|-----------------------|
| 30% of median income <sup>2</sup> | ___                       | ___                   |
| 35% of median income <sup>3</sup> | ___                       | ___                   |
| 50% of median income              | ___                       | ___                   |
| <u>Moderate Income</u>            |                           |                       |
| 80% of median income              | ___                       | ___                   |

Note: 30% = less than or equal to 30 percent of median income  
35% = greater than 30 percent and less than or equal to 35 percent of median income  
50% = greater than 35 percent and less than or equal to 50 percent of median income  
80% = greater than 50 percent and less than 80 percent of median income

### Bedroom Distribution of Affordable Units

|              |                |     |               |     |               |     |               |     |
|--------------|----------------|-----|---------------|-----|---------------|-----|---------------|-----|
| Sale units   | efficiency low | ___ | 1 bedroom low | ___ | 2 bedroom low | ___ | 3 bedroom low | ___ |
|              | efficiency mod | ___ | 1 bedroom mod | ___ | 2 bedroom mod | ___ | 3 bedroom mod | ___ |
| Rental units | efficiency low | ___ | 1 bedroom low | ___ | 2 bedroom low | ___ | 3 bedroom low | ___ |
|              | efficiency mod | ___ | 1 bedroom mod | ___ | 2 bedroom mod | ___ | 3 bedroom mod | ___ |

### Completed Units

Number of affordable units completed in this project 0\_\_\_

Number of affordable units in this project lost through foreclosures, illegal sale or expired affordability controls \_\_\_

<sup>2</sup> Pursuant to N.J.A.C. 5:97-3.7 units deed restricted to households earning 30% or less of median income may be eligible for Bonus Credit for Very-Low Income Units. (RCA receiving units not eligible for bonus credits)

<sup>3</sup> Pursuant to N.J.A.C. 5:80-26.3(d) At least 10 percent of all low- and moderate-income rental units must be deed restricted to households earning no more than 35 percent of median income



**PART D - (completed by Sending Municipality)**

**For Approved Regional Contribution Agreements (RCA)**

|                             |       |                            |       |
|-----------------------------|-------|----------------------------|-------|
| Sending Municipality        | _____ | County                     | _____ |
| RCA Receiving Municipality  | _____ | County                     | _____ |
| COAH approval date          | _____ |                            |       |
| Number of units transferred | _____ | Cost per unit              | _____ |
| Total transfer amount       | _____ | Amount transferred to date | _____ |

**For Partnership Program**

|                                    |       |                            |       |
|------------------------------------|-------|----------------------------|-------|
| Sending Municipality               | _____ | County                     | _____ |
| Partnership Receiving Municipality | _____ | County                     | _____ |
| Name of Project                    | _____ |                            |       |
| Credits for Sending Municipality   | _____ |                            |       |
| Total transfer amount              | _____ | Amount transferred to date | _____ |

Summary of Sending Municipality's contractual agreement with Partnership Receiving Municipality

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



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## **SUPPORTIVE AND SPECIAL NEEDS HOUSING (N.J.A.C. 5:97-6.10)**

(Submit separate checklist for each site or project)

---

### **General Description**

Municipality/County: South Brunswick, Middlesex County

Project or Program Name: Menowitz Supportive Rentals

Date facility will be constructed or placed into service: 2017

Type of facility: Permanent Supportive Housing

For group homes, residential health care facilities and supportive shared housing:

Affordable bedrooms proposed: \_\_\_\_\_ Age-restricted affordable bedrooms: \_\_\_\_\_

For permanent supportive housing:

Affordable units proposed: 60 Age-restricted affordable units: \_\_\_\_\_

### **Bonuses, if applicable:**

Rental bonuses as per N.J.A.C. 5:97-3.5: \_\_\_\_\_

Rental bonuses as per N.J.A.C. 5:97-3.6(a): \_\_\_\_\_

Very low income bonuses as per N.J.A.C. 5:97-3.7<sup>1</sup>: \_\_\_\_\_

Compliance bonuses as per N.J.A.C. 5:97-3.17: \_\_\_\_\_

Date development approvals granted: \_\_\_\_\_

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### **Information and Documentation Required with Petition or in Accordance with an Implementation Schedule**

**Is the municipality providing an implementation schedule for this project/program.**

☒ Yes. Skip to and complete implementation schedule found at the end of this checklist.  
NOTE: The remainder of this checklist must be submitted in accordance with the  
implementations schedule.

☐ No. Continue with this checklist.

- ☐ Project/Program Information & Unit Inventory Forms (previously known as Project/Program Monitoring Form. If relying on previously submitted 2007 monitoring and/or subsequent CTM update, also check here ☐ in lieu of submitting forms.)
- ☐ Demonstration of site control or the ability to control the site, in the form of outright ownership, a contract of sale or an option to purchase the property

**A general description of the site, including:**

- ☐ Name and address of owner
- ☐ Name and address of developer
- ☐ Subject property street location
- ☐ Subject property block(s) and lot(s)
- ☐ Subject property total acreage
- ☐ Indicate if urban center or workforce housing census tract
- ☐ Description of previous zoning
- ☐ Current zoning and date current zoning was adopted
- ☐ Tax maps showing the location of site(s) with legible dimensions (electronic if available)

**A description of the suitability of the site, including:**

- ☐ Description of surrounding land uses
- ☐ Demonstration that the site has street access
- ☐ Planning Area and/or Special Resource Area designation(s) e.g., PA1, PA2, PA3, PA4, PA5, CAFRA, Pinelands, Highlands, Meadowlands, etc., including a discussion on consistency with the State Development and Redevelopment Plan (SDRP) and/or other applicable special resource area master plans
- ☐ Demonstration that there is or will be adequate water capacity per N.J.A.C. 5:97-1.4 or that the site is subject to a durational adjustment per N.J.A.C. 5:97-5.4
- ☐ Demonstration that there is or will be adequate sewer capacity per N.J.A.C. 5:97-1.4 or that the site is subject to a durational adjustment per N.J.A.C. 5:97-5.4

**A description (including maps if applicable) of any anticipated impacts that result from the following environmental constraints:**

- ☐ Wetlands and buffers
- ☐ Steep slopes
- ☐ Flood plain areas
- ☐ Stream classification and buffers
- ☐ Critical environmental site
- ☐ Historic or architecturally important site/district
- ☐ Contaminated site(s); proposed or designated brownfield site

- ☐ Based on the above, a quantification of buildable and non-buildable acreage
- ☐ Pro-forma statement for the project
- ☐ RFP or Developer's Agreement
- ☐ Construction schedule and timetable for each step in the development process
- ☐ Documentation of funding sources
- ☐ Municipal resolution appropriating funds from general revenue or a resolution of intent to bond in the event of a funding shortfall

**Information and Documentation Required Prior to Marketing the Completed Units or Facility**

- ☐ For units not exempt from UHAC, an affirmative marketing plan in accordance with N.J.A.C. 5:97-6.10(c)
- ☐ If applicable, proof that the supportive and/or special needs housing is regulated by the New Jersey Department of Health and Senior Services, the New Jersey Department of Human Services or another State agency (including validation of the number of bedrooms or units in which low- or moderate-income occupants reside)

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**SUPPORTIVE AND SPECIAL NEEDS HOUSING (N.J.A.C. 5:97-6.10)**

**IMPLEMENTATION SCHEDULE**

---

The implementation schedule sets forth a detailed timetable that demonstrates a "realistic opportunity" as defined under N.J.A.C. 5:97-1.4 and a timetable for the submittal of all information and documentation required by N.J.A.C. 5:97-6.

The timetable, information, and documentation requested below are required components of the implementation schedule.

Please note that all information and documentation requested below is required to be submitted to COAH no later than two years prior to the scheduled implementation of the mechanism. The fully completed checklist from above must be submitted at that time.

**PROVIDE THE INFORMATION REQUESTED IN THE SECTIONS BELOW**

**(A) Development schedule, including, but not limited to, the following:**

| Development Process Action | Date Anticipated to Begin | Date Anticipated to be Completed | Date Supporting Documentation to be Submitted to COAH |
|----------------------------|---------------------------|----------------------------------|---|
| Site Acquisition           | Winter 2015               | Summer 2015                      | Fall 2015   |
| RFP Process                | Summer 2015               | Fall 2015                        | Fall 2015   |

|  |             |             |           |
|--|-------------|-------------|-----------|
| Developer Selection                                    | Fall 2015   | Fall 2015   | Fall 2015 |
| Executed Agreement with provider, sponsor or developer | Winter 2016 | Spring 2016 |           |
| Development Approvals                                  | Spring 2016 | Winter 2017 |           |
| Contractor Selection                                   | Summer 2016 | Summer 2016 |           |
| Building Permits                                       | Fall 2016   | Spring 2017 |           |
| Construction   | Fall 2017   | Fall 2017   |           |
| Occupancy  | Winter 2017 | Summer 2017 | Fall 2017 |

### **Supportive/Special Needs Narrative Section**

See housing element and fair share plan for additional narrative.

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<sup>1</sup> Pursuant to PL 2008 c.46, Very Low-Income bonuses may only be granted for very low-income units that exceed 13 percent of the of the housing units made available for occupancy by low-income and moderate income households.

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## SUPPORTIVE AND SPECIAL NEEDS HOUSING (N.J.A.C. 5:97-6.10)

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(Submit separate checklist for each site or project)

### General Description

Municipality/County: South Brunswick, Middlesex County

Project or Program Name: existing Dungarvin Group Homes

Date facility will be constructed or placed into service: completed

Type of facility: Group Home

For group homes, residential health care facilities and supportive shared housing:

Affordable bedrooms proposed: 4 Age-restricted affordable bedrooms: 0

For permanent supportive housing:

Affordable units proposed: \_\_\_\_\_ Age-restricted affordable units: \_\_\_\_\_

### Bonuses, if applicable:

Rental bonuses as per N.J.A.C. 5:97-3.5: 0

Rental bonuses as per N.J.A.C. 5:97-3.6(a): 0

Very low income bonuses as per N.J.A.C. 5:97-3.7<sup>1</sup>: 0

Compliance bonuses as per N.J.A.C. 5:97-3.17: 0

Date development approvals granted: \_\_\_\_\_

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### Information and Documentation Required with Petition or in Accordance with an

### Implementation Schedule

**Is the municipality providing an implementation schedule for this project/program.**

☐ Yes. Skip to and complete implementation schedule found at the end of this checklist.  
NOTE: The remainder of this checklist must be submitted in accordance with the implementations schedule.

☒ No. Continue with this checklist.

completed Dungarvin Checklist

- ☒ Project/Program Information & Unit Inventory Forms (previously known as Project/Program Monitoring Form. If relying on previously submitted 2007 monitoring and/or subsequent CTM update, also check here ☒ in lieu of submitting forms.)
- ☒ Demonstration of site control or the ability to control the site, in the form of outright ownership, a contract of sale or an option to purchase the property

**A general description of the site, including:**

- ☒ Name and address of owner
- ☒ Name and address of developer
- ☒ Subject property street location
- ☒ Subject property block(s) and lot(s) (block 340, lot 2)
- ☒ Subject property total acreage (0.29 acres)
- ☒ Indicate if urban center or workforce housing census tract (not an urban center or workforce housing census tract)
- ☐ Description of previous zoning
- ☐ Current zoning and date current zoning was adopted
- ☒ Tax maps showing the location of site(s) with legible dimensions (electronic if available)

**A description of the suitability of the site, including: (N/A. Project completed)**

- ☐ Description of surrounding land uses
- ☐ Demonstration that the site has street access
- ☐ Planning Area and/or Special Resource Area designation(s) e.g., PA1, PA2, PA3, PA4, PA5, CAFRA, Pinelands, Highlands, Meadowlands, etc., including a discussion on consistency with the State Development and Redevelopment Plan (SDRP) and/or other applicable special resource area master plans
- ☐ Demonstration that there is or will be adequate water capacity per N.J.A.C. 5:97-1.4 or that the site is subject to a durational adjustment per N.J.A.C. 5:97-5.4
- ☐ Demonstration that there is or will be adequate sewer capacity per N.J.A.C. 5:97-1.4 or that the site is subject to a durational adjustment per N.J.A.C. 5:97-5.4

**A description (including maps if applicable) of any anticipated impacts that result from the following environmental constraints: (N/A. Project completed)**

- ☐ Wetlands and buffers
- ☐ Steep slopes
- ☐ Flood plain areas
- ☐ Stream classification and buffers
- ☐ Critical environmental site
- ☐ Historic or architecturally important site/district



- ☐ Contaminated site(s); proposed or designated brownfield site
- ☐ Based on the above, a quantification of buildable and non-buildable acreage
- ☐ Pro-forma statement for the project (N/A. **Project completed**)
- ☐ RFP or Developer's Agreement (N/A. **Project completed**)
- ☐ Construction schedule and timetable for each step in the development process (N/A. **Project completed**)
- ☐ Documentation of funding sources (N/A. **Project completed**)
- ☐ Municipal resolution appropriating funds from general revenue or a resolution of intent to bond in the event of a funding shortfall (N/A. **Project completed**)

**Information and Documentation Required Prior to Marketing the Completed Units or Facility**

- ☐ For units not exempt from UHAC, an affirmative marketing plan in accordance with N.J.A.C. 5:97-6.10(c)
- ☐ If applicable, proof that the supportive and/or special needs housing is regulated by the New Jersey Department of Health and Senior Services, the New Jersey Department of Human Services or another State agency (including validation of the number of bedrooms or units in which low- or moderate-income occupants reside)

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**SUPPORTIVE AND SPECIAL NEEDS HOUSING (N.J.A.C. 5:97-6.10)**

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**IMPLEMENTATION SCHEDULE**

---

The implementation schedule sets forth a detailed timetable that demonstrates a "realistic opportunity" as defined under N.J.A.C. 5:97-1.4 and a timetable for the submittal of all information and documentation required by N.J.A.C. 5:97-6.

The timetable, information, and documentation requested below are required components of the implementation schedule.

Please note that all information and documentation requested below is required to be submitted to COAH no later than two years prior to the scheduled implementation of the mechanism. The fully completed checklist from above must be submitted at that time.

**PROVIDE THE INFORMATION REQUESTED IN THE SECTIONS BELOW**

**(A) Development schedule, including, but not limited to, the following:**

| Development Process Action | Date Anticipated to Begin | Date Anticipated to be Completed | Date Supporting Documentation to be Submitted to COAH |
|----------------------------|---------------------------|----------------------------------|---|
| Site Acquisition           |                           |                                  |   |

|  |  |  |  |
|--|--|--|--|
| RFP Process  |  |  |  |
| Developer Selection                                    |  |  |  |
| Executed Agreement with provider, sponsor or developer |  |  |  |
| Development Approvals                                  |  |  |  |
| Contractor Selection                                   |  |  |  |
| Building Permits                                       |  |  |  |
| Construction   |  |  |  |
| Occupancy  |  |  |  |

### Supportive/Special Needs Narrative Section

See housing element and fair share plan for additional narrative.

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<sup>1</sup> Pursuant to PL 2008 c.46, Very Low-Income bonuses may only be granted for very low-income units that exceed 13 percent of the of the housing units made available for occupancy by low-income and moderate income households.

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## **SUPPORTIVE AND SPECIAL NEEDS HOUSING (N.J.A.C. 5:97-6.10)**

(Submit separate checklist for each site or project)

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### **General Description**

Municipality/County: South Brunswick, Middlesex County

Project or Program Name: Proposed Dungarvin Group Homes

Date facility will be constructed or placed into service: 2009-2011

Type of facility: Group Home

For group homes, residential health care facilities and supportive shared housing:

Affordable bedrooms proposed: 18 Age-restricted affordable bedrooms: \_\_\_\_\_

For permanent supportive housing:

Affordable units proposed: \_\_\_\_\_ Age-restricted affordable units: \_\_\_\_\_

### **Bonuses, if applicable:**

Rental bonuses as per N.J.A.C. 5:97-3.5: 0

Rental bonuses as per N.J.A.C. 5:97-3.6(a): 0

Very low income bonuses as per N.J.A.C. 5:97-3.7<sup>1</sup>: 0

Compliance bonuses as per N.J.A.C. 5:97-3.17: 0

Date development approvals granted: \_\_\_\_\_

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### **Information and Documentation Required with Petition or in Accordance with an**

### **Implementation Schedule**

**Is the municipality providing an implementation schedule for this project/program.**

- ☐ Yes. Skip to and complete implementation schedule found at the end of this checklist.  
NOTE: The remainder of this checklist must be submitted in accordance with the implementations schedule.
- ☒ No. Continue with this checklist.

- ☒ Project/Program Information & Unit Inventory Forms (previously known as Project/Program Monitoring Form. If relying on previously submitted 2007 monitoring and/or subsequent CTM update, also check here ☐ in lieu of submitting forms.)
- ☒ Demonstration of site control or the ability to control the site, in the form of outright ownership, a contract of sale or an option to purchase the property

**A general description of the site, including:**

- ☒ Name and address of owner
- ☒ Name and address of developer
- ☐ Subject property street location
- ☐ Subject property block(s) and lot(s)
- ☐ Subject property total acreage
- ☐ Indicate if urban center or workforce housing census tract
- ☐ Description of previous zoning
- ☐ Current zoning and date current zoning was adopted
- ☐ Tax maps showing the location of site(s) with legible dimensions (electronic if available)

**A description of the suitability of the site, including:**

- ☐ Description of surrounding land uses
- ☐ Demonstration that the site has street access
- ☐ Planning Area and/or Special Resource Area designation(s) e.g., PA1, PA2, PA3, PA4, PA5, CAFRA, Pinelands, Highlands, Meadowlands, etc., including a discussion on consistency with the State Development and Redevelopment Plan (SDRP) and/or other applicable special resource area master plans
- ☐ Demonstration that there is or will be adequate water capacity per N.J.A.C. 5:97-1.4 or that the site is subject to a durational adjustment per N.J.A.C. 5:97-5.4
- ☐ Demonstration that there is or will be adequate sewer capacity per N.J.A.C. 5:97-1.4 or that the site is subject to a durational adjustment per N.J.A.C. 5:97-5.4

**A description (including maps if applicable) of any anticipated impacts that result from the following environmental constraints:**

- ☐ Wetlands and buffers
- ☐ Steep slopes
- ☐ Flood plain areas
- ☐ Stream classification and buffers
- ☐ Critical environmental site
- ☐ Historic or architecturally important site/district
- ☐ Contaminated site(s); proposed or designated brownfield site

- ☐ Based on the above, a quantification of buildable and non-buildable acreage
- ☐ Pro-forma statement for the project
- ☒ RFP or Developer's Agreement
- ☐ Construction schedule and timetable for each step in the development process
- ☐ Documentation of funding sources
- ☒ Municipal resolution appropriating funds from general revenue or a resolution of intent to bond in the event of a funding shortfall

**Information and Documentation Required Prior to Marketing the Completed Units or Facility**

- ☐ For units not exempt from UHAC, an affirmative marketing plan in accordance with N.J.A.C. 5:97-6.10(c)
- ☐ If applicable, proof that the supportive and/or special needs housing is regulated by the New Jersey Department of Health and Senior Services, the New Jersey Department of Human Services or another State agency (including validation of the number of bedrooms or units in which low- or moderate-income occupants reside)

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**SUPPORTIVE AND SPECIAL NEEDS HOUSING (N.J.A.C. 5:97-6.10)**

**IMPLEMENTATION SCHEDULE**

---

The implementation schedule sets forth a detailed timetable that demonstrates a "realistic opportunity" as defined under N.J.A.C. 5:97-1.4 and a timetable for the submittal of all information and documentation required by N.J.A.C. 5:97-6.

The timetable, information, and documentation requested below are required components of the implementation schedule.

Please note that all information and documentation requested below is required to be submitted to COAH no later than two years prior to the scheduled implementation of the mechanism. The fully completed checklist from above must be submitted at that time.

**PROVIDE THE INFORMATION REQUESTED IN THE SECTIONS BELOW**

**(A) Development schedule, including, but not limited to, the following:**

| Development Process Action | Date Anticipated to Begin | Date Anticipated to be Completed | Date Supporting Documentation to be Submitted to COAH |
|----------------------------|---------------------------|----------------------------------|---|
| Site Acquisition           |                           |                                  |   |
| RFP Process                |                           |                                  |   |

|  |  |  |  |
|--|--|--|--|
| Developer Selection                                    |  |  |  |
| Executed Agreement with provider, sponsor or developer |  |  |  |
| Development Approvals                                  |  |  |  |
| Contractor Selection                                   |  |  |  |
| Building Permits                                       |  |  |  |
| Construction   |  |  |  |
| Occupancy  |  |  |  |

### Supportive/Special Needs Narrative Section

See housing element and fair share plan for additional narrative.

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<sup>1</sup> Pursuant to PL 2008 c.46, Very Low-Income bonuses may only be granted for very low-income units that exceed 13 percent of the of the housing units made available for occupancy by low-income and moderate income households.

**PART A – PROJECT HEADER**

Municipality: South Brunswick \_\_\_\_\_ County: Middlesex \_\_\_\_\_

Project or Program Name: Dungarvin Group Homes Proposed \_\_\_\_\_

**Project Status** (circle current status and enter date of action for that status)

Status Date

Proposed/Zoned

12/10/08 \_\_\_\_\_

Preliminary Approval

\_\_\_\_\_

Final Approval

\_\_\_\_\_

Affordable Units under Construction

\_\_\_\_\_

Completed (all affordable certificates of occupancy (C.O.) issued)

\_\_\_\_\_

Deleted from Plan

(date approved by COAH) \_\_\_\_\_ )

\_\_\_\_\_

**Mechanisms - Project / Program Type** (circle one)

Assisted Living Facility

Alternative Living Arrangement

Accessory Apartment

Market to Affordable

Credits without Controls

ECHO

100 Percent Affordable

Inclusionary

Rehabilitation

Redevelopment

**If an Inclusionary project, identify subtype** (circle all that apply)

Units constructed on-site

Units constructed off-site

Combination

Contributory

Growth Share Ordinance

**If an Alternative Living Arrangement project, identify subtype** (circle one)

Transitional Facility for the Homeless

Residential Health Care Facility

Congregate Living Facility

Group Home

Boarding Homes (A through E) (only eligible for credit for 1987-99 plans)

Permanent Supportive Housing (unit credit)

Supportive Shared Living Housing (bedroom credit)

**PART B – PROJECT DETAIL (Complete all applicable sections)**

**COAH Rules that apply to project:** Round 1 Round 2 Round 3

**Project Address:** To be determined in accordance with implementation schedule \_\_\_\_\_

**Project Block/Lot/Qualifier (list all)** \_\_\_\_\_

**Project Acreage:** \_\_\_\_\_ **Density:** \_\_\_\_\_ **Set Aside:** \_\_\_\_\_

**Project Sponsor: (circle one)** Municipally Developed Nonprofit Developed Private Developer

**Project Sponsor name:** Dungarvin \_\_\_\_\_

**Project Developer name:** Community Options \_\_\_\_\_

**Planning Area (circle all that apply)**

1 2 3 4 4B 5 5B  
Highland Preservation Highlands Planning Area Pinelands Meadowlands  
CAFRA Category 1 Watershed

**Credit Type**

Prior-cycle (1980 – 1986) Post-1986 completed Proposed/Zoned Rehabilitation

**Credit Sub-Type (if applicable)**

Addressing Unmet Need Extension of Controls

**Construction Type (circle one)** New (includes reconstruction and conversions) Rehabilitation

**Flags (circle all that apply)** 3.1 Phased Durational Adjustment Conversion Court Project

Density Increase Granted Mediated Project Overlay Zone Result of Growth Share Ordinance

High Poverty Census Tract Off-Site Partnership Project RCA Receiving Project

Reconstruction Part of Redevelopment Plan

**Project Waiver granted** yes no **Round waiver was granted** R1 R2 R3

**Type of Waiver** \_\_\_\_\_

**Number of market units proposed** 0 \_\_\_\_\_ **Number of market units completed** 0 \_\_\_\_\_

**Number of market units with certificates of occupancy issued after 1/1/2004** 0 \_\_\_\_\_

**Number of affordable units under construction** 0 \_\_\_\_\_

**Condo Fee percentage (if applicable)** \_\_\_\_\_

**Affordability Average Percentage <sup>1</sup>** \_\_\_\_\_

<sup>1</sup> “Affordability Average” means an average of the percentage of median income at which restricted units in an affordable development are affordable to low and moderate-income households.



**For Contributory or Combination Sites**

Total payment in lieu of building affordable units on site \_\_\_\_\_

Number of affordable units created with payment \_\_\_\_\_

**Municipal or RCA funds committed to project** 0 \_\_\_\_\_

**Municipal or RCA funds expended** 0 \_\_\_\_\_

**Funding Sources** (circle all that apply)

County HOME   County Rehab Funds   CDBG   Federal Home Loan Bank   HODAG   HUD   HUD 202  
HUD 236   HUD 811   HUD HOPE VI   HUD HOME   McKinney Funds   Fannie Mae Multi-Family  
UDAG   UHORP   USDA-FHA Rural Development   USDA-FHA - Section 515   Development Fees  
Municipal Bond   Municipal Funds   Payment in Lieu   Private Financing   RCA   Capital Funding  
Balanced Housing   Balanced Housing – Home Express   DCA – Low Income House Tax Credit   NPP  
DCA Shelter Support Services   DDD   DHSS   DHHS   HMFA Low Income House Tax Credit  
HMFA   HMFA HOME   MONI   Section 8   Small Cities   Other \_\_\_\_\_

**Effective date of affordability controls** \_\_\_\_\_

**Length of Affordability Controls** (in years) \_\_\_\_\_ or Perpetual

**Administrative Agent** \_\_\_\_\_

**For Redevelopment Projects**

Does this project require deed restricted units to be removed?      Yes      No

If Yes

# of deed restricted units removed \_\_\_\_\_

# of moderate income units removed \_\_\_\_\_

# of low income units removed \_\_\_\_\_

# of very low income units removed \_\_\_\_\_

# of rental units removed \_\_\_\_\_

# of for-sale units removed \_\_\_\_\_

# of one-bedroom units removed \_\_\_\_\_

# of two-bedroom units removed \_\_\_\_\_

# of three-bedroom units removed \_\_\_\_\_

## PART C – COUNTS

### Affordable Unit Counts

Total non-age-restricted 6 units (18 bedrooms) Sales \_\_\_\_ Rentals 6 (18)\_\_\_\_ Total age-restricted \_\_\_\_ Sales \_\_\_\_ Rentals

Complete the chart for the number of non-age-restricted and age-restricted units that are **restricted** for the following income categories (do not report on the income levels of residents currently residing in the units)

| <u>Low Income</u>                 | <u>Non-age restricted</u> | <u>Age-restricted</u> |
|-----------------------------------|---------------------------|-----------------------|
| 30% of median income <sup>2</sup> | 6 units (18 bedrooms)     | _____                 |
| 35% of median income <sup>3</sup> | _____                     | _____                 |
| 50% of median income              | _____                     | _____                 |
| <u>Moderate Income</u>            |                           |                       |
| 80% of median income              | _____                     | _____                 |

Note: 30% = less than or equal to 30 percent of median income  
35% = greater than 30 percent and less than or equal to 35 percent of median income  
50% = greater than 35 percent and less than or equal to 50 percent of median income  
80% = greater than 50 percent and less than 80 percent of median income

### Bedroom Distribution of Affordable Units

|              |                |       |               |       |               |       |               |       |
|--------------|----------------|-------|---------------|-------|---------------|-------|---------------|-------|
| Sale units   | efficiency low | _____ | 1 bedroom low | _____ | 2 bedroom low | _____ | 3 bedroom low | _____ |
|              | efficiency mod | _____ | 1 bedroom mod | _____ | 2 bedroom mod | _____ | 3 bedroom mod | _____ |
| Rental units | efficiency low | _____ | 1 bedroom low | _____ | 2 bedroom low | _____ | 3 bedroom low | _____ |
|              | efficiency mod | _____ | 1 bedroom mod | _____ | 2 bedroom mod | _____ | 3 bedroom mod | _____ |

### Completed Units

Number of affordable units completed in this project 0 \_\_\_\_\_

Number of affordable units in this project lost through foreclosures, illegal sale or expired affordability controls \_\_\_\_\_

<sup>2</sup> Pursuant to N.J.A.C. 5:97-3.7 units deed restricted to households earning 30% or less of median income may be eligible for Bonus Credit for Very-Low Income Units. (RCA receiving units not eligible for bonus credits)

<sup>3</sup> Pursuant to N.J.A.C. 5:80-26.3(d) At least 10 percent of all low- and moderate-income rental units must be deed restricted to households earning no more than 35 percent of median income

**PART D - (completed by Sending Municipality)**

**For Approved Regional Contribution Agreements (RCA)**

|                             |       |                            |       |
|-----------------------------|-------|----------------------------|-------|
| Sending Municipality        | _____ | County                     | _____ |
| RCA Receiving Municipality  | _____ | County                     | _____ |
| COAH approval date          | _____ |                            |       |
| Number of units transferred | _____ | Cost per unit              | _____ |
| Total transfer amount       | _____ | Amount transferred to date | _____ |

**For Partnership Program**

|                                    |       |                            |       |
|------------------------------------|-------|----------------------------|-------|
| Sending Municipality               | _____ | County                     | _____ |
| Partnership Receiving Municipality | _____ | County                     | _____ |
| Name of Project                    | _____ |                            |       |
| Credits for Sending Municipality   | _____ |                            |       |
| Total transfer amount              | _____ | Amount transferred to date | _____ |

Summary of Sending Municipality's contractual agreement with Partnership Receiving Municipality

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**AGREEMENT BETWEEN DUNGARVIN NEW JERSEY, INC. AND TOWNSHIP OF  
SOUTH BRUNSWICK FOR DEVELOPMENT AND ADMINISTRATION OF  
AFFORDABLE HOUSING GROUP HOMES**

This Agreement made this \_\_\_\_ day of \_\_\_\_\_, 2008 between  
**Dungarvin New Jersey, Inc.**, 200 River Place, Suite 200, Monona, Wisconsin 53716  
(hereinafter designated as the “Dungarvin”), and the **Township of South Brunswick**, a  
municipal corporation of the State of New Jersey, 540 Ridge Road, Monmouth Junction, New  
Jersey 08852 (hereinafter designated as the “Municipality”).

**WITNESSETH:**

In consideration of the mutual covenants herein contained and for other good and  
valuable consideration, it is mutually covenanted and agreed as follows:

**Authority; Obligation**

1. This Agreement is made pursuant to the authority contained in N.J.A.C. 5:94-4.8, et seq., (proposed N.J.A.C. 5:94-6.10, et seq.) whereby a municipality may elect to provide low-income housing for those with developmental disabilities through a municipally-sponsored group home program.
2. Dungarvin recognizes that the Municipality has an obligation to provide a minimum of three (3) three-bedroom group homes, up to a maximum of four (4) bedrooms in each group home, within South Brunswick Township and that the Municipality has chosen to satisfy that obligation, in part, by entering into the within Agreement with Dungarvin.
3. Dungarvin represents that it has the ability and the authority, and hereby agrees, to develop and administer a group home program for the developmentally disabled, as licensed and/or regulated by the New Jersey Department of Human Services, for and on behalf of the Municipality in satisfaction of a portion of the Municipality’s obligation to provide low-income housing consistent with the

terms and conditions set out in this Agreement (hereinafter designated as the “Project”).

#### **Site Selection**

4. The sites included in the Project shall be at various locations in South Brunswick Township, and shall meet at a minimum the site suitability criteria set forth in N.J.A.C. 5:93-5.3 (proposed N.J.A.C. 5:94-3.13).
5. The Municipality shall participate in the selection of sites to be included in the Project by way of review and approval of sites chosen by Dungarvin. Existing single-family homes or units within a multi-family project on any of the selected sites shall first be subject to examination and approval by the Municipality’s Engineering, Code Enforcement, Affordable Housing, Health and Fire Safety divisions to ensure that they are acceptable for use as group homes for the developmentally disabled. No such existing single-family homes or units within a multi-family project may be purchased and/or utilized by Dungarvin as a group home for the developmentally disabled pursuant to the terms of this Agreement until the Municipality approves of said site and/or home.
6. Each of the three (3) three-bedroom single-family homes or units within a multi-family project shall have up to a maximum of four (4) bedrooms each, intended to accommodate developmentally disabled persons aged 18 and over up to the maximum permitted by the State of New Jersey Council on Affordable Housing (hereinafter designated as “COAH”) in proposed N.J.A.C. 5:94-6.10(c)(3).
7. Once the Municipality has approved in writing the site location, existing single-family home and/or unit within a multi-family project, Dungarvin shall thereafter perform all reasonable, ordinary and necessary testing done in connection with the purchase of a single-family home or other such residence, including, but not

- limited to, engineering home inspection, termite and pest inspection, radon test, lead paint test, well water test, asbestos or other environmental testing as necessary, etc. Dungarvin shall also perform all necessary title, survey by a licensed surveyor, tax, water and sewer and assessment searches on the property.
8. Dungarvin shall ensure that all structures on the site selected are adaptable/accessible pursuant to the provisions of N.J.S.A. 52:27D-123.15 and proposed N.J.A.C. 5:94-3.14, where applicable.
  9. Dungarvin shall comply in all respects with the requirements promulgated by COAH for the development and administration of a group home program for those with developmental disabilities including, but not limited to, full compliance with N.J.A.C. 5:94-4.8, et seq., (proposed N.J.A.C. 5:94-6.10, et seq.) as well as all rules and regulations promulgated by COAH that effect the Project.

**Pre-closing Review; Closing**

10. Prior to closing, the results of all testing, title and inspection/investigations performed shall be forwarded to the Municipality in sufficient time for the Municipality to review and approve of the condition of the site.
11. All proposed closing documents, including, but not limited to, deed, affidavit of consideration, seller's residency certification, affidavits of title, mortgage documents and executed certification of closing agent (the latter on a form provided by the Municipality) shall be submitted to the Municipality for review and approval.
12. Dungarvin shall execute, or cause to be executed, a Second Repayment Note and Second Repayment Mortgage and a Deed Restriction (to which this Agreement shall be attached as an exhibit), acceptable to the Municipality as to form and

substance, in favor of the Municipality at the time of closing, which instruments shall be subsequently recorded pursuant to the direction of the Municipality with the other closing instruments executed at the time of closing.

13. Dungarvin shall ensure that clear title, free of all liens and encumbrances, is conveyed at the time of closing.

**Financing; Restrictions**

14. The Municipality shall aid Dungarvin financially in the acquisition of the sites necessary for the group homes in the amount of \$35,000 per bedroom for each site up to a maximum total of \$420,000 for three (3) four-bedroom group homes. The Municipality shall also make available to Dungarvin the Municipality's employees and full-time professional staff to assist as needed, including, but not limited to, staff in the South Brunswick Affordable Housing Authority.
15. The financial assistance provided by the Municipality herein shall only be used to assist in the acquisition of properties, and shall not be used for other related costs (such as operational expenses, etc.). Dungarvin acknowledges that it is responsible for obtaining and/or providing funds for such other costs.
16. The Deed Restriction executed at the time of closing shall impose a restriction on the use of the property to maintain it as a group home for the developmentally disabled, as licensed and/or regulated by the New Jersey Department of Human Services, for and on behalf of the Municipality in satisfaction of a portion of the Municipality's obligation to provide low-income housing for a period of forty-five (45) years from the date of closing.
17. Upon expiration of the period of restriction imposed by the Deed Restriction, including any extensions thereto, Dungarvin, or the then present owner, shall



retain all equity in the home/unit and shall have no further obligation to the Municipality.

**Post-closing**

18. Dungarvin shall forward, or cause to be forwarded, the original Second Repayment Note, the recorded Second Repayment Mortgage, the recorded original Deed Restriction, and copies of the recorded deed and recorded first mortgage (if any), to the Municipality promptly after closing/recording. All instruments that are to be recorded shall be recorded in the office of the Middlesex County Clerk, New Brunswick, New Jersey.
19. Dungarvin shall be responsible for all other necessary post-closing procedures and shall be responsible for payment of all costs and fees associated with closing of title.
20. Dungarvin shall be responsible for and comply with all requirements for an affirmative marketing plan as required by proposed N.J.A.C. 5:94-6.10(c)(1).
21. Any Lease or Rental Agreement shall include the following clause in a conspicuous place:

“The Owner’s right, title and interest in this property and the use, sale, resale and rental of this property are subject to the terms, conditions, restrictions, limitations and provisions as set forth in an agreement between Dungarvin New Jersey, Inc. and the Township of South Brunswick dated \_\_\_\_\_, 2008, which has been recorded as part of a Deed Restriction in the Office of the Middlesex County Clerk and which is also on file with the Township of South Brunswick.”
22. Dungarvin, its successors and assigns, shall, upon request, permit inspection of the sites, property, equipment, buildings and other facilities of the Project and also permit examination of its books, contracts, records, documents and papers by representatives duly authorized by the Municipality. Any such inspection, examination or audit shall be made during reasonable hours of the business day, in the presence of an officer or agent of Dungarvin, its successors or assigns. The

Municipality's right to conduct such reasonable inspections shall continue so long as the group homes covered by this Agreement remain in the Municipality's affordable housing plan.

**Violation, Defaults, and Remedies**

23. In the event of a threatened breach of any of the terms of this Agreement by Dungarvin, the Municipality shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance, it being recognized by both parties to this Agreement that a breach will cause irreparable harm to the Municipality, in light of the public policies set forth in the Fair Housing Act and the obligation for the provision of low income housing. Upon the occurrence of a breach of any of the terms of the Agreement by Dungarvin, the Municipality shall have all remedies provided at law or equity, including but not limited to foreclosure, acceleration of all sums due under the Second Repayment Note and Second Repayment Mortgage, recoupment of any funds from a sale in violation of the Agreement, injunctive relief to prevent further violation of the Agreement, entry on the premises, and specific performance.

**Miscellaneous**

24. Notice or communication sent by either party to the other shall be by certified mail, return receipt requested, addressed as follows:

- (a) When sent by Dungarvin to the Municipality, it shall be addressed to:

Township Manager  
South Brunswick Township  
P.O. Box 190  
Municipal Building  
Monmouth Junction, NJ 08852

Or such other address as the Municipality may designate in writing.

- (b) When sent by the Municipality to Dungarvin, it shall be addressed to:

Dungarvin New Jersey, Inc.  
200 River Place  
Suite 200  
Monona, WI 53716

Or such other address as Dungarvin may designate in writing.

25. Subject to the terms and provisions of this Agreement, Dungarvin agrees that it will not sell or transfer the Project to any corporation, association or entity, unless such corporation, association or entity qualifies to provide such services pursuant to law. No such transfer may be made without first obtaining the prior written consent of the Municipality. It is agreed and understood that the Municipality has no obligation to consent to such transfer unless and until all obligations to the Municipality under this Agreement are completed to the satisfaction of the Municipality, and unless and until the proposed transferee agrees to assume all of the contractual and other obligations of Dungarvin as are contained in this Agreement.
26. This Agreement, if executed by the parties prior to receipt by the Municipality of Third Round Substantive Certification from COAH, is hereby executed contingent upon receipt of said Certification.
27. It is the intention of the parties that the provisions of this Agreement are severable so that if any provisions, conditions, covenants or restrictions contained herein shall be invalid or void under any applicable federal, state or local law, the remainder shall be unaffected and remain fully enforceable. In the event that any provision, condition, covenant or restriction hereof is, at the time of execution of this Agreement, void, voidable or unenforceable as being contrary to any applicable federal, state or local law, both parties, their successors and assigns, and all persons claiming by, through or under them, covenant and agree that any future amendments or supplements to the said laws having the effect of removing

said invalidity, voidability or unenforceability, shall be deemed to apply retroactively to this Agreement, thereby operating to validate the provisions of this Agreement which otherwise might be invalid and it is covenanted and agreed that any such amendments and supplements to the said laws shall have the effect herein described as fully as if they had been in effect at the time of the execution of this Agreement.

28. The parties agree that this Agreement shall be construed in accordance with the laws of the State of New Jersey, and that the laws of the State of New Jersey will apply to any dispute concerning it. The parties choose the Superior Court of New Jersey with venue in Middlesex County as their forum for resolving any dispute concerning this Agreement.

IN WITNESS WHEREOF, the parties have signed this Agreement this \_\_\_\_ day of \_\_\_\_\_, 2008.

ATTEST:

TOWNSHIP OF SOUTH BRUNSWICK

\_\_\_\_\_ By: \_\_\_\_\_

ATTEST:

DUNGARVIN NEW JERSEY, INC.

\_\_\_\_\_ By: \_\_\_\_\_

STATE OF NEW JERSEY:  
SS  
COUNTY OF MIDDLESEX:

I CERTIFY that on \_\_\_\_\_ BARBARA NYITRAI personally came before me and she acknowledged under oath, to my satisfaction, that:

- (a) she is the Township Clerk of the Township of South Brunswick, the municipal corporation named in this document;
- (b) she is the attesting witness to the signing of this document by Frank Gambatese who is the Mayor of the Township of South Brunswick;
- (c) this document was signed and delivered by the Township of South Brunswick as its voluntary act duly authorized by a proper resolution of the Township Council;
- (d) she knows the proper seal of the Township of South Brunswick which was affixed to this document; and
- (e) she signed this proof to attest to the truth of these facts.

Signed and sworn to before me  
On \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Donald J. Sears  
An Attorney at Law  
In the State of New Jersey

\_\_\_\_\_  
Barbara Nyitrai, Township Clerk

STATE OF NEW JERSEY:  
SS  
COUNTY OF MIDDLESEX:

I CERTIFY that on \_\_\_\_\_, \_\_\_\_\_ personally came before me and he/she acknowledged under oath, to my satisfaction, that:

(a) he/she is the \_\_\_\_\_ of Dungarvin New Jersey, Inc. the corporation named in this document;

(b) he/she is the attesting witness to the signing of this document by \_\_\_\_\_, who is the \_\_\_\_\_;

(c) this document was signed and delivered by the Corporation as its voluntary act duly authorized by a proper resolution;

(d) he/she knows the proper seal of the Corporation, which was affixed to this document; and

(e) he/she signed this proof to attest to the truth of these facts.

Signed and sworn to before me

On \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_





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## **SUPPORTIVE AND SPECIAL NEEDS HOUSING (N.J.A.C. 5:97-6.10)**

(Submit separate checklist for each site or project)

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### **General Description**

Municipality/County: South Brunswick, Middlesex County

Project or Program Name: Proposed Future Group Homes

Date facility will be constructed or placed into service: 2012-2016

Type of facility: Group Home

For group homes, residential health care facilities and supportive shared housing:

Affordable bedrooms proposed: 30 Age-restricted affordable bedrooms: \_\_\_\_\_

For permanent supportive housing:

Affordable units proposed: \_\_\_\_\_ Age-restricted affordable units: \_\_\_\_\_

Bonuses, if applicable:

Rental bonuses as per N.J.A.C. 5:97-3.5: 0

Rental bonuses as per N.J.A.C. 5:97-3.6(a): 0

Very low income bonuses as per N.J.A.C. 5:97-3.7<sup>1</sup>: 0

Compliance bonuses as per N.J.A.C. 5:97-3.17: 0

Date development approvals granted: \_\_\_\_\_

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### **Information and Documentation Required with Petition or in Accordance with an Implementation Schedule**

**Is the municipality providing an implementation schedule for this project/program.**

☒ Yes. Skip to and complete implementation schedule found at the end of this checklist.  
NOTE: The remainder of this checklist must be submitted in accordance with the  
implementations schedule.

☐ No. Continue with this checklist.

- ☐ Project/Program Information & Unit Inventory Forms (previously known as Project/Program Monitoring Form. If relying on previously submitted 2007 monitoring and/or subsequent CTM update, also check here ☐ in lieu of submitting forms.)
- ☐ Demonstration of site control or the ability to control the site, in the form of outright ownership, a contract of sale or an option to purchase the property

**A general description of the site, including:**

- ☐ Name and address of owner
- ☐ Name and address of developer
- ☐ Subject property street location
- ☐ Subject property block(s) and lot(s)
- ☐ Subject property total acreage
- ☐ Indicate if urban center or workforce housing census tract
- ☐ Description of previous zoning
- ☐ Current zoning and date current zoning was adopted
- ☐ Tax maps showing the location of site(s) with legible dimensions (electronic if available)

**A description of the suitability of the site, including:**

- ☐ Description of surrounding land uses
- ☐ Demonstration that the site has street access
- ☐ Planning Area and/or Special Resource Area designation(s) e.g., PA1, PA2, PA3, PA4, PA5, CAFRA, Pinelands, Highlands, Meadowlands, etc., including a discussion on consistency with the State Development and Redevelopment Plan (SDRP) and/or other applicable special resource area master plans
- ☐ Demonstration that there is or will be adequate water capacity per N.J.A.C. 5:97-1.4 or that the site is subject to a durational adjustment per N.J.A.C. 5:97-5.4
- ☐ Demonstration that there is or will be adequate sewer capacity per N.J.A.C. 5:97-1.4 or that the site is subject to a durational adjustment per N.J.A.C. 5:97-5.4

**A description (including maps if applicable) of any anticipated impacts that result from the following environmental constraints:**

- ☐ Wetlands and buffers
- ☐ Steep slopes
- ☐ Flood plain areas
- ☐ Stream classification and buffers
- ☐ Critical environmental site
- ☐ Historic or architecturally important site/district
- ☐ Contaminated site(s); proposed or designated brownfield site

- ☐ Based on the above, a quantification of buildable and non-buildable acreage
- ☐ Pro-forma statement for the project
- ☐ RFP or Developer's Agreement
- ☐ Construction schedule and timetable for each step in the development process
- ☐ Documentation of funding sources
- ☐ Municipal resolution appropriating funds from general revenue or a resolution of intent to bond in the event of a funding shortfall

**Information and Documentation Required Prior to Marketing the Completed Units or Facility**

- ☐ For units not exempt from UHAC, an affirmative marketing plan in accordance with N.J.A.C. 5:97-6.10(c)
- ☐ If applicable, proof that the supportive and/or special needs housing is regulated by the New Jersey Department of Health and Senior Services, the New Jersey Department of Human Services or another State agency (including validation of the number of bedrooms or units in which low- or moderate-income occupants reside)

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**SUPPORTIVE AND SPECIAL NEEDS HOUSING (N.J.A.C. 5:97-6.10)**

**IMPLEMENTATION SCHEDULE**

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The implementation schedule sets forth a detailed timetable that demonstrates a "realistic opportunity" as defined under N.J.A.C. 5:97-1.4 and a timetable for the submittal of all information and documentation required by N.J.A.C. 5:97-6.

The timetable, information, and documentation requested below are required components of the implementation schedule.

Please note that all information and documentation requested below is required to be submitted to COAH no later than two years prior to the scheduled implementation of the mechanism. The fully completed checklist from above must be submitted at that time.

**PROVIDE THE INFORMATION REQUESTED IN THE SECTIONS BELOW**

**(A) Development schedule, including, but not limited to, the following:**

| Development Process Action | Date Anticipated to Begin | Date Anticipated to be Completed | Date Supporting Documentation to be Submitted to COAH |
|----------------------------|---------------------------|----------------------------------|---|
| Site Acquisition           | Winter 2010-Winter 2014   | Summer 2010-Summer 2014          | Fall 2010-Fall 2014                                   |
| RFP Process                | Fall 2010-Fall 2014       | Fall 2010-Fall 2014              | Fall 2010-Fall 2014                                   |

|  |                         |                         |                       |
|--|-------------------------|-------------------------|-----------------------|
| Developer Selection                                    | Fall 2010-Fall 2014     | Fall 2010 – Fall 2014   | Fall 2010 – Fall 2014 |
| Executed Agreement with provider, sponsor or developer | Winter 2011-Winter 2015 | Spring 2011-Spring 2015 |                       |
| Development Approvals                                  | Spring 2011-Spring 2015 | Winter 2012-Winter 2016 |                       |
| Contractor Selection                                   | Summer 2011-Summer 2015 | Summer 2011-Summer 2015 |                       |
| Building Permits                                       | Fall 2011-Fall 2015     | Spring 2012-Spring 2016 |                       |
| Construction   | Fall 2012-Fall 2016     | Fall 2012-Fall 2016     |                       |
| Occupancy  | Winter 2012-Winter 2016 | Summer 2012-Summer 2016 | Fall 2016             |

### **Supportive/Special Needs Narrative Section**

The group home units will be implemented between 2012 and 2016, with two new three bedroom group homes coming online each year during that period. The implementation schedule above shows the range of the dates for the group homes coming online.

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<sup>1</sup> Pursuant to PL 2008 c.46, Very Low-Income bonuses may only be granted for very low-income units that exceed 13 percent of the of the housing units made available for occupancy by low-income and moderate income households.

Prepared By:

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Donald J. Sears, Esq.

**TOWNSHIP OF SOUTH BRUNSWICK  
AFFORDABLE HOUSING**

**SECOND REPAYMENT MORTGAGE**

THIS Second Repayment Mortgage made on \_\_\_\_\_, 2008, between Community Options Inc., 856 Route 206 South, Building 2, Hillsborough, NJ, 08844 ("Borrower") and the Township of South Brunswick, 540 Ridge Road, Monmouth Junction, New Jersey 08852 ("Municipality")

**SECOND REPAYMENT MORTGAGE NOTE**

In consideration of value received by the Borrower in connection with the Property (described below) purchased by the Borrower, the Borrower has signed a Second Repayment Mortgage Note ("Note") dated \_\_\_\_\_ for \$55,000. The Borrower promises to pay any amount due under the Note, plus interest at the rate of 6% per annum, if and when due under the terms of the Note, and to abide by all promises contained in the Note.

**MORTGAGE AS SECURITY**

This mortgage is given to the Municipality as security for the payment due and the performance of all promises under the Note. The Borrower mortgages the real estate owned by the Borrower described as follows (the "Property"):

All of the land located in the Township of South Brunswick, County of Middlesex and State of New Jersey, specifically described as follows:

Street Address: 2 Aldrich Road, Kendall Park, NJ 08824

Block No.: 326      Lot No: 21      Qualifier:

Also more particularly described in Schedule A attached.

Together with:

- 1) All buildings and other improvements that now are or will be located on the Property.

- 2) All fixtures, equipment and personal property that now are or will be attached to or used with the land, buildings and improvements of or on the Property.
- 3) All rights which the Borrower now has or will acquire with regard to the Property

### **TERM; INTEREST**

This Second Repayment Mortgage is for a period of 45 years, starting with the date the Borrower obtains title to the Property (the "Term"). At the end of the Term, Borrower shall pay the Municipality the face amount of the Note, plus interest at the rate of 6% per annum, if same is due and payable under the terms of the Note.

### **BORROWER'S ACKNOWLEDGEMENTS**

- 1) The Borrower acknowledges and understands that:
  - a. The Municipality is required under the Fair Housing Act and regulations adopted under the authority of the Act to provide for a fair share of housing that is affordable to households of low income; and
  - b. The Property which is subject to this Second Repayment Mortgage has been designated as housing which must remain affordable to low- and/or very-low income individuals or households for at least 45 years, unless a shorter or longer time period is authorized by the Municipality (the "Restricted Period"); and
  - c. To ensure that such housing, including this Property, remains affordable to low- and/or very-low income individuals or households during the Restricted Period, a Deed Restriction has been executed by the Borrower that constitutes covenants running with the land with respect to the Property and the Municipality has adopted procedures and restrictions governing the use, sale, resale, rental, mortgage, refinance or encumbrance of the Property.

### **BORROWER'S PROMISE**

In consideration of the value received in connection with the purchase of the Property, the Borrower agrees as follows:

- 1) The Borrower will comply with all of the terms of the Note and this Second Repayment Mortgage which includes:
  - a. Within the Restricted Period, starting with the date the Borrower obtains title to the Property, the Borrower shall not sell or transfer title to the Property without the prior written consent of the Municipality.
  - b. Within the Restricted Period, starting with the date the Borrower obtains title to the Property, the Borrower shall not sell or transfer title to the Property unless the sale or transfer is subject to all of the same terms, restrictions and conditions as reflected in the Deed Restriction.

- c. In the event of breach of these promises, Borrower hereby assigns all proceeds of the sale or transfer to the Municipality, said assignment to be in addition to any and all rights and remedies the Municipality has upon default.
- 2) The Borrower warrants title to the premises. This means the Borrower owns the Property and will defend its ownership against all claims.
- 3) The Borrower shall pay all liens, taxes, assessments, and other governmental charges made against the Property when due. The Borrower will not claim any credit against any principal and/or interest that may be payable under the Note and this Second Repayment Mortgage for any such payments made.
- 4) The Borrower shall keep the Property in good repair, neither damaging nor abandoning it. The Borrower will allow the Municipality to inspect the Property upon reasonable notice.
- 5) The Borrower shall use the Property in compliance with all laws, ordinances, and other requirements of any governmental authority.
- 6) The Borrower shall comply with all of the provisions of the Deed Restriction for the Property.

### **CONTROLS ON AFFORDABILITY**

The procedures and restrictions governing the operation, rental and leasing of the Property have been established pursuant to the Fair Housing Act and the regulations adopted under the authority of the Act (all collectively referred to as "Controls on Affordability"). Reference is made to the Controls on Affordability for the procedure in calculating the maximum allowable rents for purposes of determining when the Controls on Affordability are applicable, and determination of the Restricted Period of time.

### **RIGHTS GIVEN TO LENDER**

The Borrower, by mortgaging the Property to the Municipality, gives the Municipality those rights stated in this Second Repayment Mortgage, all rights the law gives to lenders who hold mortgages, and also all rights the law gives to the Municipality under the Controls on Affordability. The rights given to the Municipality and the restrictions upon the Property are covenants running with the land. The rights, terms and restrictions in this Second Repayment Mortgage shall bind the Borrower and all subsequent purchasers and owners of the Property, and the heirs and assigns of all of them. Upon expiration of the Term, subject to performance of the promises contained in the Note and Second Repayment Mortgage, the Municipality will cancel this Second Repayment Mortgage and Note at its expense.

### **DEFAULT**

The Municipality may declare the Borrower in default on the Note and this Second Repayment Mortgage if:

- 1) The Borrower fails to comply with the provisions of the Deed Restriction;

- 2) The Borrower fails to make any payment required by the Note and this Second Repayment Mortgage;
- 3) The Borrower fails to keep any other promise made in this Second Repayment Mortgage;
- 4) The ownership of the Property is changed for any reason without compliance with the terms of the Note and Second Repayment Mortgage;
- 5) The holder of any lien on the Property starts foreclosure proceedings; or
- 6) Bankruptcy, insolvency, or receivership are started by or against the Borrower.

### **MUNICIPALITY'S RIGHTS UPON DEFAULT**

If the Municipality declares that the Note and this Second Repayment Mortgage are in default, the Municipality shall have, subject to the rights of the First Mortgagee, all rights given by law or set forth in this Second Repayment Mortgage.

### **NOTICES**

All notices must be in writing and personally delivered or sent by certified mail, return receipt requested, to the address given in this Second Repayment Mortgage. Address changes may be made upon written notice to the other party.

### **NO WAIVER BY MUNICIPALITY**

The Municipality may exercise any right under this Second Repayment Mortgage or under any law, even if the Municipality has delayed in exercising that right or has agreed in an earlier instance not to exercise that right. The Municipality does not waive its right to declare the Borrower in default by making payments or incurring expense on behalf of the Borrower.

### **EACH PERSON LIABLE**

This Second Repayment Mortgage is legally binding upon each Borrower and all who succeed to their responsibilities (such as heirs, executors and assigns). The Municipality may enforce any of the provisions of the Note and this Second Repayment Mortgage against any one or more of the Borrowers who sign this Second Repayment Mortgage.

### **SECOND MORTGAGE**

The lien of this Second Repayment Mortgage is inferior to and subject to the terms and provisions of any First Mortgage executed prior to or contemporaneously with this mortgage. Other than the First Mortgage, this Second Repayment Mortgage shall be and remain superior to all other liens placed upon the Property. It is Borrower's continuing obligation to ensure that this priority status is maintained, subject only to the First Mortgage.



**NO ORAL CHANGES**

This Second Repayment Mortgage can only be changed by an agreement in writing signed by both the Borrower and the Municipality.

**SIGNATURES**

The Borrower agrees to the terms of this Second Repayment Mortgage by signing below, having first been duly authorized to do so.

Witness:

COMMUNITY OPTIONS, INC.

\_\_\_\_\_

By: \_\_\_\_\_

STATE OF NEW JERSEY:

SS

COUNTY OF MIDDLESEX:

I CERTIFY that on \_\_\_\_\_, \_\_\_\_\_ personally came before me and he/she acknowledged under oath, to my satisfaction, that:

(a) he/she is the \_\_\_\_\_ of Community Options, Inc., the corporation named in this document;

(b) he/she is the attesting witness to the signing of this document by \_\_\_\_\_, who is the \_\_\_\_\_;

(c) this document was signed and delivered by the Corporation as its voluntary act duly authorized by a proper resolution;

(d) he/she knows the proper seal of the Corporation, which was affixed to this document; and

(e) he/she signed this proof to attest to the truth of these facts.

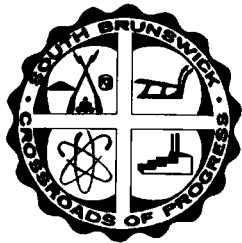
Signed and sworn to before me

On \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_





# TOWNSHIP OF SOUTH BRUNSWICK

Municipal Building • P.O. Box 190 • Monmouth Junction, NJ 08852-0190

Phone  
732-329-4000  
X7311  
Fax  
732-329-9026

## CERTIFICATION OF CLOSING AGENT

I, \_\_\_\_\_, hereby certify that upon completion of the closing of title on 2 Aldrich Road, Kendall Park, New Jersey, I will forward to the Clerk's Office of Middlesex County the following documents for recordation within five (5) business days:

Deed

First Money Mortgage

Second Repayment Mortgage

Deed Restriction with Affordable Housing Agreement

I will instruct the Clerk's Office that the Deed Restriction with Affordable Housing Agreement and Second Repayment Mortgage for South Brunswick Township shall be recorded immediately after the First Money Mortgage and before any subsequent liens (i.e., equity line of credit, etc.).

I will instruct the Clerk's Office that the Second Repayment Mortgage and the Deed Restriction with Affordable Housing Agreement be returned to South Brunswick Township after recording.

I shall also return an executed Second Mortgage Repayment Note to South Brunswick Township within five (5) business days after closing.

\_\_\_\_\_

Sworn to and subscribed before me this

\_\_\_\_ day of \_\_\_\_\_, 2008

\_\_\_\_\_



**AGREEMENT BETWEEN COMMUNITY OPTIONS, INC. AND TOWNSHIP OF  
SOUTH BRUNSWICK FOR THE PURCHASE, DEVELOPMENT AND  
ADMINISTRATION OF 2 ALDRICH ROAD, KENDALL PARK, NJ, AS AFFORDABLE  
HOUSING**

This Agreement made this \_\_\_\_ day of \_\_\_\_\_, 2008 between **Community Options Inc.** (hereinafter designated as “Community Options”) a non-profit corporation of the State of New Jersey, located at 856 Route 206 South, Building 2, Hillsborough, NJ 08844, and the **Township of South Brunswick**, a municipal corporation of the State of New Jersey, 540 Ridge Road, Monmouth Junction, New Jersey 08852 (hereinafter designated as the “Municipality”).

**WITNESSETH:**

In consideration of the mutual covenants herein contained and for other good and valuable consideration, it is mutually covenanted and agreed as follows:

**Authority; Obligation**

1. This Agreement is made pursuant to the authority contained in N.J.A.C. 5:94-6.10, et seq. as promulgated and adopted by the New Jersey Council on Affordable Housing (hereinafter designated as “COAH”), whereby a municipality may elect to provide low-income housing for those with developmental disabilities through a municipally-sponsored group home program.
2. Community Options recognizes that the Municipality has an obligation to provide low and moderate-income housing for those with developmental disabilities within South Brunswick Township and that the Municipality has chosen to satisfy a portion of that obligation by entering into the within Agreement with Community Options.

3. Community Options represents that it has the ability and the authority, and hereby agrees, to purchase a single-family home located at 2 Aldrich Road, Kendall Park, NJ (Block 326, Lot 21) (hereinafter referred to as the “Project”).
4. Community Options agrees to develop and administer the Project as a group home for the developmentally disabled, as licensed and/or regulated by the New Jersey Department of Human Services (hereinafter designated as “DHS”) and Department of Developmentally Disabled (hereinafter designated as “DDD”), for and on behalf of the Municipality in satisfaction of a portion of the Municipality’s obligation to provide low-income housing consistent with the terms and conditions set out in this Agreement

**Site Selection**

5. Community Options has or shall perform all reasonable, ordinary and necessary testing done in connection with the purchase of 2 Aldrich Road, including, but not limited to, engineering home inspection, termite and pest inspection, radon test, lead paint test, well water test, asbestos or other environmental testing as necessary. Community Options shall also perform all necessary title, survey by a licensed surveyor, tax, water and sewer and assessment searches on the property.
6. Community Options shall ensure that all structures on the site selected are adaptable/accessible pursuant to the provisions of N.J.S.A. 52:27D-123.15 and N.J.A.C. 5:94-3.14, where applicable.
7. Community Options shall comply in all respects with the requirements promulgated by COAH for the purchase, development and administration of a group home program for those with developmental disabilities including, but not limited to, full compliance with N.J.A.C. 5:94-6.10, et seq. as well as all rules

and regulations promulgated by COAH, the DHS and the DDD that effect the Project.

**Pre-closing Review; Closing**

8. Prior to closing, the results of all testing, title and inspection/investigations performed shall be forwarded to the Municipality in sufficient time for the Municipality to review and approve of the condition of the site.
9. All proposed closing documents, including, but not limited to, deed, affidavit of consideration, seller's residency certification, affidavits of title, mortgage documents and executed certification of closing agent (the latter on a form provided by the Municipality) shall be submitted to the Municipality for review and approval.
10. Community Options shall execute, or cause to be executed, a Second Repayment Note and Second Repayment Mortgage and a Deed Restriction (to which this Agreement shall be attached as an exhibit), acceptable to the Municipality as to form and substance, in favor of the Municipality at the time of closing, which instruments shall be subsequently recorded pursuant to the direction of the Municipality with the other closing instruments executed at the time of closing.
11. Community Options shall ensure that clear title, free of all liens and encumbrances, is conveyed at the time of closing.

**Financing; Restrictions**

12. The Municipality shall aid Community Options financially in the acquisition of the Project necessary for the group home in the amount of \$55,000. The Municipality shall also make available to Community Options the Municipality's employees and full-time professional staff to assist as needed, including, but not limited to, staff in the South Brunswick Affordable Housing Authority.

13. The financial assistance provided by the Municipality herein shall only be used to assist in the acquisition of the Project, and shall not be used for other related costs (such as operational expenses, etc.). Community Options acknowledges that it is responsible for obtaining and/or providing funds for such other costs.
14. The Deed Restriction executed at the time of closing shall impose a restriction on the use of the property to maintain it as a group home for the developmentally disabled, as licensed and/or regulated by the DHS/DDD for and on behalf of the Municipality in satisfaction of a portion of the Municipality's obligation to provide low- and/or very-low income housing for a period of forty-five (45) years from the date of closing.
15. Upon expiration of the period of restriction imposed by the Deed Restriction, including any extensions thereto, Community Options, or the then present owner, shall retain all equity in the home/unit and shall have no further obligation to the Municipality.

**Post-closing**

16. Community Options shall forward, or cause to be forwarded, the original Second Repayment Note, the recorded Second Repayment Mortgage, the recorded original Deed Restriction, and copies of the recorded deed and recorded first mortgage (if any), to the Municipality promptly after closing/recording. All instruments that are to be recorded shall be recorded in the office of the Middlesex County Clerk, New Brunswick, New Jersey.
17. Community Options shall be responsible for all other necessary post-closing procedures and shall be responsible for payment of all costs and fees associated with closing of title.



18. Community Options shall be responsible for and comply with all requirements for an affirmative marketing plan as required by N.J.A.C. 5:94-6.10(c)(1).

19. Any Lease or Rental Agreement shall include the following clause in a conspicuous place:

“The Owner’s right, title and interest in this property and the use, sale, resale, rental, mortgage, refinance or encumbrance of this property are subject to the terms, conditions, restrictions, limitations and provisions as set forth in an agreement between Community Options, Inc. and the Township of South Brunswick dated , 2008, which has been recorded as part of a Deed Restriction in the Office of the Middlesex County Clerk and which is also on file with the Township of South Brunswick.”

20. Community Options, its successors and assigns, shall, upon request, permit inspection of the site, property, equipment, buildings and other facilities of the Project and also permit examination of its books, contracts, records, documents and papers by representatives duly authorized by the Municipality. Any such inspection, examination or audit shall be made during reasonable hours of the business day, in the presence of an officer or agent of Community Options, its successors or assigns. The Municipality’s right to conduct such reasonable inspections shall continue so long as the group home covered by this Agreement remains in the Municipality’s affordable housing plan.

#### **Violation, Defaults, and Remedies**

21. In the event of a threatened breach of any of the terms of this Agreement by Community Options, the Municipality shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance, it being recognized by both parties to this Agreement that a breach will cause irreparable harm to the Municipality, in light of the public policies set forth in the Fair Housing Act and the obligation for the provision of low-income housing. Upon the occurrence of a breach of any of the terms of the Agreement by

Community Options, the Municipality shall have all remedies provided at law or equity, including but not limited to foreclosure, acceleration of all sums due under the Second Repayment Note and Second Repayment Mortgage, recoupment of any funds from a sale in violation of the Agreement, injunctive relief to prevent further violation of the Agreement, entry on the premises, and specific performance.

#### Miscellaneous

22. Notice or communication sent by either party to the other shall be by certified mail, return receipt requested, addressed as follows:

(a) When sent by Community Options to the Municipality, it shall be addressed to:

Township Manager  
South Brunswick Township Municipal Building  
540 Ridge Road  
P.O. Box 190  
Monmouth Junction, NJ 08852

Or such other address as the Municipality may designate in writing.

(b) When sent by the Municipality to Community Options, it shall be addressed to:

Community Options, Inc.  
856 Route 206 South, Building 2  
Hillsborough, NJ 08844

Or such other address as Community Options may designate in writing.

23. Subject to the terms and provisions of this Agreement, Community Options agrees that it will not sell or transfer the Project to any corporation, association or entity, unless such corporation, association or entity qualifies to provide such services pursuant to law. No such transfer may be made without first obtaining the prior written consent of the Municipality. It is agreed and understood that the Municipality has no obligation to consent to such transfer unless and until all

obligations to the Municipality under this Agreement are completed to the satisfaction of the Municipality, and unless and until the proposed transferee agrees to assume all of the contractual and other obligations of Community Options as are contained in this Agreement.

24. This Agreement, if executed by the parties prior to receipt by the Municipality of Third Round Substantive Certification from COAH, is hereby executed contingent upon receipt of said Certification.
25. It is the intention of the parties that the provisions of this Agreement are severable so that if any provisions, conditions, covenants or restrictions contained herein shall be invalid or void under any applicable federal, state or local law, the remainder shall be unaffected and remain fully enforceable. In the event that any provision, condition, covenant or restriction hereof is, at the time of execution of this Agreement, void, voidable or unenforceable as being contrary to any applicable federal, state or local law, both parties, their successors and assigns, and all persons claiming by, through or under them, covenant and agree that any future amendments or supplements to the said laws having the effect of removing said invalidity, voidability or unenforceability, shall be deemed to apply retroactively to this Agreement, thereby operating to validate the provisions of this Agreement which otherwise might be invalid and it is covenanted and agreed that any such amendments and supplements to the said laws shall have the effect herein described as fully as if they had been in effect at the time of the execution of this Agreement.
26. The parties agree that this Agreement shall be construed in accordance with the laws of the State of New Jersey, and that the laws of the State of New Jersey will apply to any dispute concerning it. The parties choose the Superior Court of New

Jersey with venue in Middlesex County as their forum for resolving any dispute concerning this Agreement.

IN WITNESS WHEREOF, the parties have signed this Agreement this \_\_\_\_ day of \_\_\_\_\_, 2008.

ATTEST:

TOWNSHIP OF SOUTH BRUNSWICK

\_\_\_\_\_  
By: \_\_\_\_\_

ATTEST:

COMMUNITY OPTIONS, INC.

\_\_\_\_\_  
By: \_\_\_\_\_

STATE OF NEW JERSEY:  
SS  
COUNTY OF MIDDLESEX:

I CERTIFY that on \_\_\_\_\_ BARBARA NYITRAI personally came before me and she acknowledged under oath, to my satisfaction, that:

- (a) she is the Township Clerk of the Township of South Brunswick, the municipal corporation named in this document;
- (b) she is the attesting witness to the signing of this document by Frank Gambatese who is the Mayor of the Township of South Brunswick;
- (c) this document was signed and delivered by the Township of South Brunswick as its voluntary act duly authorized by a proper resolution of the Township Council;
- (d) she knows the proper seal of the Township of South Brunswick which was affixed to this document; and
- (e) she signed this proof to attest to the truth of these facts.

Signed and sworn to before me  
On \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Donald J. Sears  
An Attorney at Law  
In the State of New Jersey

\_\_\_\_\_  
Barbara Nyitrai, Township Clerk

STATE OF NEW JERSEY:  
SS  
COUNTY OF MIDDLESEX:

I CERTIFY that on \_\_\_\_\_, \_\_\_\_\_ personally came before me and he/she acknowledged under oath, to my satisfaction, that:

- (a) he/she is the \_\_\_\_\_ of Community Options, Inc. the corporation named in this document;
- (b) he/she is the attesting witness to the signing of this document by \_\_\_\_\_, who is the \_\_\_\_\_;
- (c) this document was signed and delivered by the Corporation as its voluntary act duly authorized by a proper resolution;
- (d) he/she knows the proper seal of the Corporation, which was affixed to this document; and
- (e) he/she signed this proof to attest to the truth of these facts.

Signed and sworn to before me  
On \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_

**TOWNSHIP OF SOUTH BRUNSWICK  
AFFORDABLE HOUSING**

**SECOND REPAYMENT MORTGAGE NOTE**

Dated: \_\_\_\_\_

Monmouth Junction, New Jersey

**FOR VALUE RECEIVED** Community Options Inc., 856 Route 206 South, Building 2, Hillsborough, NJ, 08844, ("Borrower") promises to pay the Township of South Brunswick, 540 Ridge Road, Monmouth Junction, New Jersey ("Municipality") the amounts specified in this Second Repayment Mortgage Note ("Note") and promises to abide by the terms contained below. This Note is subordinate to any First Mortgage Note executed prior to or contemporaneously with this Note.

**AMOUNT OF NOTE**

This Note is for the principal sum of \$55,000. Borrower acknowledges receipt of this amount from the Municipality and accepts same, subject to the terms and conditions set forth herein.

**REPAYMENT MORTGAGE**

As security for the payment of amounts that may become due under this Note and the performance of all promises contained in this Note, the Borrower is giving the Municipality a Second Repayment Mortgage, dated \_\_\_\_\_. The Second Repayment Mortgage covers the real estate owned by the Borrower, the legal description of such real estate being contained in the Second Repayment Mortgage, also known as Block 326, Lot 21, with a street address of 2 Aldrich Road, Kendall Park, NJ 08824 (the "Property").

**BORROWER'S PROMISE TO PAY AND OTHER TERMS**

1. The Borrower is subject to terms, restrictions, and conditions that restrict the resale and rental of the Property for an established period of time (the "Term") as reflected in a Deed Restriction dated \_\_\_\_\_. Within the restricted period, starting with the date the Borrower obtains title to the Property, the Borrower shall not sell, transfer title or rent the Property unless the sale, transfer or rental is subject to and in compliance with all of the terms, restrictions and conditions set forth in the Deed Restriction and the Second Repayment Mortgage.
2. The Term of Borrower's obligation under this Note, the Second Repayment Mortgage and the Deed Restriction is 45 years, starting with the date the Borrower obtains title to the Property.

3. In the event of a breach or other violation of the terms, conditions and/or restrictions contained in the Deed Restriction, Second Repayment Mortgage or this Note, the amount due and payable to the Municipality shall be \$55,000, plus interest thereon in the amount of 6% per annum.
4. At the end of the Term, including any extensions thereto, if there have been no violations of the terms of the Deed Restriction, Second Repayment Mortgage and this Note, the Borrower, or the then present owner, shall retain all equity in the Property, no interest shall be due hereon, and the Borrower shall have no repayment obligation to the Municipality under this Note.

### **WAIVER OF FORMAL ACTS**

The Borrower waives his/her right to require the Municipality to do any of the following before enforcing its rights under this Note:

- 1) To demand payment of amount due (known as Presentment).
- 2) To give notice that amounts due have not been paid (known as Notice of Dishonor).
- 3) To obtain an official certificate of non-payment (known as Protest).

### **RESPONSIBILITY UNDER NOTE**

All Borrowers signing this Note are jointly and individually obligated to pay any amounts due and to abide by the terms under this Note. The Municipality may enforce this Note against any one or more of the Borrowers or against all Borrowers together.

### **SIGNATURES**

The Borrower agrees to the terms of this Second Repayment Mortgage Note by signing below, having first been duly authorized to do so.

Witness:

COMMUNITY OPTIONS, INC.

\_\_\_\_\_

By: \_\_\_\_\_



STATE OF NEW JERSEY:  
SS  
COUNTY OF MIDDLESEX:

I CERTIFY that on \_\_\_\_\_, \_\_\_\_\_ personally came before me and he/she acknowledged under oath, to my satisfaction, that:

(a) he/she is the \_\_\_\_\_ of Community Options, Inc., the corporation named in this document;

(b) he/she is the attesting witness to the signing of this document by \_\_\_\_\_, who is the \_\_\_\_\_;

(c) this document was signed and delivered by the Corporation as its voluntary act duly authorized by a proper resolution;

(d) he/she knows the proper seal of the Corporation, which was affixed to this document; and

(e) he/she signed this proof to attest to the truth of these facts.

Signed and sworn to before me

On \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_



## **DEED-RESTRICTED AFFORDABLE HOUSING PROPERTY**

### **With Covenants Restricting Rentals, Conveyance and Improvements And Requiring Notice of Foreclosure and Bankruptcy**

**THIS DEED RESTRICTION**, entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2008, by and between the **Township of South Brunswick**, a municipal corporation of the State of New Jersey, with offices at 540 Ridge Road, Monmouth Junction, New Jersey 08852 ("Municipality") and **Community Options Inc.**, a non-profit corporation of the State of New Jersey, with offices at 856 Route 206 South, Building 2, Hillsborough, NJ, 08844 ("Owner"), the owner of a residential low-income rental home for the developmentally disabled:

#### **WITNESSETH**

#### **Article 1. Consideration**

In consideration of benefits and/or the right to develop received by the Owner from the Municipality, the Owner hereby agrees to abide by the covenants, terms and conditions set forth in this Deed restriction with respect to the land and improvements more specifically described in Article 2 hereof (the "Property").

#### **Article 2. Description of Property**

The Property consists of all of the land, and improvements thereon, that is located in the Township of South Brunswick, County of Middlesex, State of New Jersey, and described more specifically as Block No. 326, Lot No. 21, and known by the street address:

2 Aldrich Road  
Kendall Park, NJ 08824

#### **Article 3. Affordable Housing Covenants**

The following covenants (the "Covenants") shall run with the land for the period of 45 years (the "Control Period"), commencing upon the date the Owner obtains title to the Property, and shall expire as determined under the Uniform Controls, as defined below.

In accordance with N.J.A.C. 5:80-26.11, the Property shall remain subject to the requirements of said subchapter during the Control Period unless the Municipality elects to release the Property from such requirements. Prior to such a Municipal election, the Property must remain subject to the requirements of said subchapter and this Deed Restriction for a period of at least 45 years.

- A. Sale and use of the Property is governed by regulations known as the Uniform Housing Affordability Controls, which are found in the New Jersey Administrative Code at Title 5, chapter 80, subchapter 26 (N.J.A.C. 5:80-26.1, *et seq*, the “Uniform Controls”).
- B. Sale and use of the Property is also subject to the terms, conditions and restrictions of the “Agreement Between Community Options, Inc. and Township of South Brunswick for the Purchase, Development and Administration of 2 Aldrich Road, Kendall Park, NJ, as Affordable Housing” which is attached hereto and is incorporated herein by reference as if set forth at length.
- C. The Property shall be used solely for the purpose of providing rental dwelling units for low-and/or very-low income individuals or households for the developmentally disabled, as licensed and/or regulated by the New Jersey Department of Human Services (DHS) and Department of Developmentally Disabled (DDD). No commitment for any such dwelling unit shall be given or implied, without exception, to any person who is not qualified pursuant to DHS/DDD guidelines and has not been certified for that unit by the Municipality. So long as any dwelling unit remains within its Control Period, sale of the Property must be expressly subject to these Deed Restrictions. Deeds of conveyance must have these Deed Restrictions appended thereto, and no sale of the Property shall be lawful, unless approved in advance and in writing by the Municipality.
- D. Any lease or rental agreement shall include the following clause in a conspicuous place:

“The Owner’s right, title and interest in this property and the use, sale, resale, rental, mortgage, refinance or encumbrance of this property are subject to the terms, conditions, restrictions, limitations and provisions as set forth in an agreement between Community Options Inc. and the Township of South Brunswick dated \_\_\_\_\_, 2008, which has been recorded as part of a Deed Restriction in the Office of the Middlesex County Clerk and which is also on file with the Township of South Brunswick.”
- E. No improvements may be made to the Property that would affect the bedroom configuration of any of its dwelling units, and any improvements to the Property must be approved in advance and in writing by the Municipality.
- F. The Owner shall notify the Municipality of any foreclosure actions filed with respect to the Property within five (5) business days of service upon the Owner.
- G. The Owner shall notify the Municipality within three (3) business days of the filing of any petition for protection from creditors, bankruptcy or reorganization filed by or on behalf of the Owner.
- H. This Deed Restriction shall have priority over all mortgages and encumbrances on the Property. The Property shall remain subject to the Covenants contained herein and the affordability controls set forth in the Uniform Controls despite the occurrence of any of the following events:
  - (1) a sublease or assignment of the lease of the Property or any portion thereof;
  - (2) a sale or voluntary transfer of the ownership of the Property; or
  - (3) the entry and enforcement of any judgment of foreclosure.
- I. The Property shall be rented and/or sold in accordance with all rules, regulations, and requirements duly promulgated by COAH, the intent of which is to ensure that the Property

remains affordable to and occupied by low- and/or very-low income-eligible persons and/or households throughout the duration of this Deed Restriction.

- J. The terms and restrictions of this Deed Restriction shall be subordinate only to the First Mortgage lien on the Property and in no way shall impair the First Mortgagee's ability to exercise the contract remedies available to it in the event of any default of such mortgage as such remedies are set forth in the First Mortgage documents for the Property.
- K. In the event the Property is acquired by a First Mortgagee by a foreclosure or a Deed in Lieu of Foreclosure, or by a purchaser at a foreclosure sale conducted by the holder of the First Mortgage, the Property shall continue to be subject to the restrictions set forth herein, which shall remain in effect. All of the restrictions contained herein shall continue to be effective as of the date of transfer of title with regard to the First Mortgagee, a lender in the secondary mortgage market including but not limited to the FNMA, Federal Home Loan Mortgage Corporation, GNMA, or an entity acting on their behalf and all subsequent purchasers, owners, and mortgagees of the Property.
- L. The Municipality may assign from time to time its rights, and delegate its obligations hereunder without the consent of the Owner. Upon such assignment, the Municipality, its successors or assigns shall provide written notice to the Owner.

#### **Article 4. Remedies for Breach of Affordable Housing Covenants**

A breach of the Covenants will cause irreparable harm to the Municipality and to the public, in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Controls, and the obligation for the provision of low-income housing.

- A. In the event of a threatened breach of any of the Covenants by the Owner, or any successor in interest of the Property, the Municipality shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance.
- B. Upon the occurrence of a breach of any Covenants by the Owner, or any successor in interest or other owner of the Property, the Municipality shall have all remedies provided at law or equity including but not limited to forfeiture, foreclosure, acceleration of all sums due under any mortgage, recouping of any funds from a sale in violation of the Covenants, diverting of rent proceeds from illegal rentals, injunctive relief to prevent further violation of said Covenants, entry on the premises, those provided under the Uniform Controls and specific performance.

**IN WITNESS WHEREOF**, the Municipality and the Owner have executed this Deed Restriction as of the date first above written.

Attest:

TOWNSHIP OF SOUTH BRUNSWICK

\_\_\_\_\_  
Barbara Nyitrai, Township Clerk

BY: \_\_\_\_\_  
Frank Gambatese, Mayor

Witness:

COMMUNITY OPTIONS, INC.

\_\_\_\_\_  
BY: \_\_\_\_\_

STATE OF NEW JERSEY:  
SS  
COUNTY OF MIDDLESEX:

I CERTIFY that on \_\_\_\_\_ BARBARA NYITRAI personally came before me and she acknowledged under oath, to my satisfaction, that:

- (a) she is the Township Clerk of the Township of South Brunswick, the municipal corporation named in this document;
- (b) she is the attesting witness to the signing of this document by Frank Gambatese who is the Mayor of the Township of South Brunswick;
- (c) this document was signed and delivered by the Township of South Brunswick as its voluntary act duly authorized by a proper resolution of the Township Council;
- (d) she knows the proper seal of the Township of South Brunswick which was affixed to this document; and
- (e) she signed this proof to attest to the truth of these facts.

Signed and sworn to before me  
On \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Donald J. Sears  
An Attorney at Law  
In the State of New Jersey

\_\_\_\_\_  
Barbara Nyitrai, Township Clerk

STATE OF NEW JERSEY:  
SS  
COUNTY OF MIDDLESEX:

I CERTIFY that on \_\_\_\_\_, \_\_\_\_\_ personally came before me and he/she acknowledged under oath, to my satisfaction, that:

(a) he/she is the \_\_\_\_\_ of Community Options, Inc. the corporation named in this document;

(b) he/she is the attesting witness to the signing of this document by \_\_\_\_\_, who is the \_\_\_\_\_;

(c) this document was signed and delivered by the Corporation as its voluntary act duly authorized by a proper resolution;

(d) he/she knows the proper seal of the Corporation, which was affixed to this document; and

(e) he/she signed this proof to attest to the truth of these facts.

Signed and sworn to before me

On \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_





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**MUNICIPALLY SPONSORED AND 100 PERCENT AFFORDABLE  
DEVELOPMENTS (N.J.A.C. 5:97-6.7)**

(Submit separate checklist for each site or project)

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**General Description**

Municipality/County: South Brunswick, Middlesex County

Project Name: Future 100% Affordable Family Rentals

Block(s) and Lot(s): To Be Determined

Affordable Units Proposed: 92

Family: 92

Sale: 0

Rental: 92

Very low-income units: 14

Sale: 0

Rental: 14

Age-Restricted: 0

Sale: 0

Rental: 0

**Bonuses, if applicable:**

Rental bonuses as per N.J.A.C. 5:97-3.5: 0

Rental bonuses as per N.J.A.C. 5:97-3.6(a): 92

Very low income bonuses as per N.J.A.C. 5:97-3.7<sup>1</sup>: 0

Smart Growth Bonus as per N.J.A.C. 5:97-3.18: 0

Compliance Bonus as per N.J.A.C. 5:97-3.17: 0

Date zoning adopted: \_\_\_\_\_ Date development approvals granted: \_\_\_\_\_

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**Required Information and Documentation with Petition or in Accordance with an**

**Implementation Schedule**

- ☒ Project/Program Information & Unit Inventory Forms (previously known as Project/Program Monitoring Form. If relying on previously submitted 2007 monitoring and/or subsequent CTM update, also check here ☐ in lieu of submitting forms.)

**Is the municipality providing an implementation schedule for this project/program.**

- ☒ Yes. Skip to and complete implementation schedule found at the end of this checklist.  
NOTE: The remainder of this checklist must be submitted in accordance with the implementations schedule.

☐ No. Continue with this checklist.

☐ Demonstration of site control or the ability to control the site, in the form of outright ownership, a contract of sale or an option to purchase the property

**A general description of the site, including:**

- ☐ Name and address of owner
- ☐ Subject property street location
- ☐ Subject property block(s) and lot(s)
- ☐ Subject property total acreage
- ☐ Indicate if urban center or workforce housing census tract
- ☐ Description of previous zoning
- ☐ Current zoning and date current zoning was adopted
- ☐ Tax maps showing the location of site(s) with legible dimensions (electronic if available)

**A description of the suitability of the site, including:**

- ☐ Description of surrounding land uses
- ☐ Demonstration that the site has street access
- ☐ Planning Area and/or Special Resource Area designation(s) e.g., PA1, PA2, PA3, PA4, PA5, CAFRA, Pinelands, Highlands, Meadowlands, etc., including a discussion on consistency with the State Development and Redevelopment Plan (SDRP) and/or other applicable special resource area master plans
- ☐ Demonstration that there is or will be adequate water capacity per N.J.A.C. 5:97-1.4 or that the site is subject to a durational adjustment per N.J.A.C. 5:97-5.4
- ☐ Demonstration that there is or will be adequate sewer capacity per N.J.A.C. 5:97-1.4 or that the site is subject to a durational adjustment per N.J.A.C. 5:97-5.4

**A description (including maps if applicable) of any anticipated impacts that result from the following environmental constraints:**

- ☐ Wetlands and buffers
- ☐ Steep slopes
- ☐ Flood plain areas
- ☐ Stream classification and buffers
- ☐ Critical environmental site
- ☐ Historic or architecturally important site/district
- ☐ Contaminated site(s); proposed or designated brownfield site

- ☐ Based on the above, a quantification of buildable and non-buildable acreage
- ☐ RFP or Developer's Agreement
- ☐ Construction schedule with a minimum provision to begin construction within two years of substantive certification; including timetable for each step in the development process
- ☐ Pro-forma statement for the project
- ☐ Demonstration that the first floor of all townhouse or other multi-story dwelling units are accessible and adaptable per N.J.A.C. 5:97-3.14
- ☐ Evidence of adequate and stable funding; including municipal bond and/or general revenue funds where applicable

**Information and Documentation Required Prior to Marketing the Completed Units**

- ☐ Resolution or executed contract designating an experienced Administrative Agent, and a statement of his/her qualifications, in accordance with N.J.A.C. 5:96-18
- ☐ Draft or adopted operating manual that includes a description of program procedures and administration or a statement indicating that the Administrative Agent designated to run the program uses a COAH-approved manual in accordance with UHAC
- ☐ An affirmative marketing plan in accordance with UHAC

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**MUNICIPALLY SPONSORED AND 100 PERCENT AFFORDABLE DEVELOPMENTS  
(N.J.A.C. 5:97-6.7)**

**IMPLEMENTATION SCHEDULE**

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The implementation schedule sets forth a detailed timetable that demonstrates a "realistic opportunity" as defined under N.J.A.C. 5:97-1.4 and a timetable for the submittal of all information and documentation required by N.J.A.C. 5:97-6.

The timetable, information, and documentation requested below are required components of the implementation schedule.

Please note that all information and documentation requested below is required to be submitted to COAH no later than two years prior to the scheduled implementation of the mechanism. The fully completed checklist from above must be submitted at that time.

**PROVIDE THE INFORMATION REQUESTED IN THE SECTIONS BELOW**

**(A) Development schedule, including, but not limited to, the following:**

| Development Process Action | Date Anticipated to Begin | Date Anticipated to be Completed | Date Supporting Documentation to be Submitted to COAH |
|----------------------------|---------------------------|----------------------------------|---|
| Site Identification        | Winter 2012               | Summer 2012                      | Fall 2012   |

|  |             |             |           |
|--|-------------|-------------|-----------|
| RFP Process  | Summer 2012 | Fall 2012   | Fall 2012 |
| Developer Selection                                    | Fall 2012   | Fall 2012   | Fall 2012 |
| Executed Agreement with provider, sponsor or developer | Winter 2013 | Spring 2013 |           |
| Development Approvals                                  | Spring 2013 | Winter 2014 |           |
| Contractor Selection                                   | Summer 2013 | Summer 2013 |           |
| Building Permits                                       | Fall 2013   | Spring 2014 |           |
| Occupancy  | Fall 2014   | Fall 2014   | Fall 2014 |

**(B) Site specific information, including the following:**

| Site Information                    | Date Supporting Documentation to be Submitted to COAH |
|-------------------------------------|---|
| Site Description                    | Fall 2012   |
| Site Suitability Description        | Fall 2012   |
| Environmental Constraints Statement | Fall 2012   |

**(C) Financial documentation including, the following:**

| Financial Documentation          | Date Anticipated to be Completed | Date Supporting Documentation to be Submitted to COAH |
|----------------------------------|----------------------------------|---|
| Documentation of Funding Sources | Fall 2012                        | Fall 2012   |
| Project Pro-forma                | Fall 2012                        | Fall 2012   |

|   |                  |                  |
|---|------------------|------------------|
| Municipal resolution appropriating funds or a resolution of intent to bond in the event of a shortfall of funds | Included in plan | Included in plan |
|---|------------------|------------------|

### 100% or Municipally Sponsored Narrative Section

See housing element and fair share plan narrative.

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<sup>1</sup> Pursuant to PL 2008 c.46, Very Low-Income bonuses may only be granted for very low-income units that exceed 13 percent of the of the housing units made available for occupancy by low-income and moderate income households.



## PROJECT / PROGRAM INFORMATION FORM

### PART A – PROJECT HEADER

Municipality: South Brunswick \_\_\_\_\_ County: Middlesex County \_\_\_\_\_

Project or Program Name: Future 100% Affordable Family Rental Site #1 \_\_\_\_\_

**Project Status** (circle current status and enter date of action for that status)

Status Date

Proposed/Zoned

12/10/08 \_\_\_\_\_

Preliminary Approval

\_\_\_\_\_

Final Approval

\_\_\_\_\_

Affordable Units under Construction

\_\_\_\_\_

Completed (all affordable certificates of occupancy (C.O.) issued)

\_\_\_\_\_

Deleted from Plan

(date approved by COAH) \_\_\_\_\_ )

\_\_\_\_\_

**Mechanisms - Project / Program Type** (circle one)

Assisted Living Facility

Alternative Living Arrangement

Accessory Apartment

Market to Affordable

Credits without Controls

ECHO

100 Percent Affordable

Inclusionary

Rehabilitation

Redevelopment

**If an Inclusionary project, identify subtype** (circle all that apply)

Units constructed on-site

Units constructed off-site

Combination

Contributory

Growth Share Ordinance

**If an Alternative Living Arrangement project, identify subtype** (circle one)

Transitional Facility for the Homeless

Residential Health Care Facility

Congregate Living Facility

Group Home

Boarding Homes (A through E) (only eligible for credit for 1987-99 plans)

Permanent Supportive Housing (unit credit)

Supportive Shared Living Housing (bedroom credit)

**PART B – PROJECT DETAIL (Complete all applicable sections)**

COAH Rules that apply to project: Round 1 Round 2 Round 3

Project Address: \_\_\_\_\_

Project Block/Lot/Qualifier (list all) \_\_\_\_\_

Project Acreage: \_\_\_\_\_ Density: \_\_\_\_\_ Set Aside: \_\_\_\_\_

Project Sponsor: (circle one) Municipally Developed Nonprofit Developed Private Developer

Project Sponsor name: \_\_\_\_\_

Project Developer name: \_\_\_\_\_

Planning Area (circle all that apply)

1 2 3 4 4B 5 5B

Highland Preservation Highlands Planning Area Pinelands Meadowlands

CAFRA Category 1 Watershed

Credit Type

Prior-cycle (1980 – 1986) Post-1986 completed Proposed/Zoned Rehabilitation

Credit Sub-Type (if applicable)

Addressing Unmet Need Extension of Controls

Construction Type (circle one) New (includes reconstruction and conversions) Rehabilitation

Flags (circle all that apply) 3.1 Phased Durational Adjustment Conversion Court Project

Density Increase Granted Mediated Project Overlay Zone Result of Growth Share Ordinance

High Poverty Census Tract Off-Site Partnership Project RCA Receiving Project

Reconstruction Part of Redevelopment Plan

Project Waiver granted yes no Round waiver was granted R1 R2 R3

Type of Waiver \_\_\_\_\_

Number of market units proposed \_\_\_\_\_ Number of market units completed \_\_\_\_\_

Number of market units with certificates of occupancy issued after 1/1/2004 \_\_\_\_\_

Number of affordable units under construction \_\_\_\_\_

Condo Fee percentage (if applicable) \_\_\_\_\_

Affordability Average Percentage <sup>1</sup> \_\_\_\_\_

<sup>1</sup> "Affordability Average" means an average of the percentage of median income at which restricted units in an affordable development are affordable to low and moderate-income households.



**For Contributory or Combination Sites**

Total payment in lieu of building affordable units on site \_\_\_\_\_

Number of affordable units created with payment \_\_\_\_\_

**Municipal or RCA funds committed to project** \_\_\_\_\_

**Municipal or RCA funds expended** \_\_\_\_\_

**Funding Sources** (circle all that apply)

County HOME   County Rehab Funds   CDBG   Federal Home Loan Bank   HODAG   HUD   HUD 202  
HUD 236   HUD 811   HUD HOPE VI   HUD HOME   McKinney Funds   Fannie Mae Multi-Family  
UDAG   UHOPR   USDA-FHA Rural Development   USDA-FHA - Section 515   Development Fees  
Municipal Bond   Municipal Funds   Payment in Lieu   Private Financing   RCA   Capital Funding  
Balanced Housing   Balanced Housing – Home Express   DCA – Low Income House Tax Credit   NPP  
DCA Shelter Support Services   DDD   DHSS   DHHS   HMFA Low Income House Tax Credit  
HMFA   HMFA HOME   MONI   Section 8   Small Cities   Other \_\_\_\_\_

**Effective date of affordability controls** \_\_\_\_\_

**Length of Affordability Controls** (in years) 30 \_\_\_\_\_ or      Perpetual

**Administrative Agent** \_\_\_\_\_

**For Redevelopment Projects**

Does this project require deed restricted units to be removed?      Yes      No

If Yes

# of deed restricted units removed \_\_\_\_\_

# of moderate income units removed \_\_\_\_\_

# of low income units      removed \_\_\_\_\_

# of very low income units removed \_\_\_\_\_

# of rental units removed \_\_\_\_\_

# of for-sale units removed \_\_\_\_\_

# of one-bedroom units removed \_\_\_\_\_

# of two-bedroom units removed \_\_\_\_\_

# of three-bedroom units removed \_\_\_\_\_

## PART C – COUNTS

### Affordable Unit Counts

Total non-age-restricted 92 \_\_\_\_\_ Sales 0 \_\_\_\_\_ Rentals 92 \_\_\_\_\_ Total age-restricted \_\_\_\_\_ Sales \_\_\_\_\_ Rentals \_\_\_\_\_

Complete the chart for the number of non-age-restricted and age-restricted units that are **restricted** for the following income categories (do not report on the income levels of residents currently residing in the units)

| <u>Low Income</u>                 | <u>Non-age restricted</u> | <u>Age-restricted</u> |
|-----------------------------------|---------------------------|-----------------------|
| 30% of median income <sup>2</sup> | _____                     | _____                 |
| 35% of median income <sup>3</sup> | _____                     | _____                 |
| 50% of median income              | _____                     | _____                 |
| <u>Moderate Income</u>            |                           |                       |
| 80% of median income              | _____                     | _____                 |

Note: 30% = less than or equal to 30 percent of median income  
35% = greater than 30 percent and less than or equal to 35 percent of median income  
50% = greater than 35 percent and less than or equal to 50 percent of median income  
80% = greater than 50 percent and less than 80 percent of median income

### Bedroom Distribution of Affordable Units

|              |                |       |               |       |               |       |               |       |
|--------------|----------------|-------|---------------|-------|---------------|-------|---------------|-------|
| Sale units   | efficiency low | _____ | 1 bedroom low | _____ | 2 bedroom low | _____ | 3 bedroom low | _____ |
|              | efficiency mod | _____ | 1 bedroom mod | _____ | 2 bedroom mod | _____ | 3 bedroom mod | _____ |
| Rental units | efficiency low | _____ | 1 bedroom low | _____ | 2 bedroom low | _____ | 3 bedroom low | _____ |
|              | efficiency mod | _____ | 1 bedroom mod | _____ | 2 bedroom mod | _____ | 3 bedroom mod | _____ |

### Completed Units

Number of affordable units completed in this project 0 \_\_\_\_\_

Number of affordable units in this project lost through foreclosures, illegal sale or expired affordability controls 0 \_\_\_\_\_

<sup>2</sup> Pursuant to N.J.A.C. 5:97-3.7 units deed restricted to households earning 30% or less of median income may be eligible for Bonus Credit for Very-Low Income Units. (RCA receiving units not eligible for bonus credits)

<sup>3</sup> Pursuant to N.J.A.C. 5:80-26.3(d) At least 10 percent of all low- and moderate-income rental units must be deed restricted to households earning no more than 35 percent of median income

**PART D - (completed by Sending Municipality)**

**For Approved Regional Contribution Agreements (RCA)**

|                             |       |                            |       |
|-----------------------------|-------|----------------------------|-------|
| Sending Municipality        | _____ | County                     | _____ |
| RCA Receiving Municipality  | _____ | County                     | _____ |
| COAH approval date          | _____ |                            |       |
| Number of units transferred | _____ | Cost per unit              | _____ |
| Total transfer amount       | _____ | Amount transferred to date | _____ |

**For Partnership Program**

|                                    |       |                            |       |
|------------------------------------|-------|----------------------------|-------|
| Sending Municipality               | _____ | County                     | _____ |
| Partnership Receiving Municipality | _____ | County                     | _____ |
| Name of Project                    | _____ |                            |       |
| Credits for Sending Municipality   | _____ |                            |       |
| Total transfer amount              | _____ | Amount transferred to date | _____ |

Summary of Sending Municipality's contractual agreement with Partnership Receiving Municipality

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



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**MUNICIPALLY SPONSORED AND 100 PERCENT AFFORDABLE  
DEVELOPMENTS (N.J.A.C. 5:97-6.7)**

(Submit separate checklist for each site or project)

---

**General Description**

Municipality/County: South Brunswick, Middlesex County

Project Name: Future 100% Affordable Family Rentals

Block(s) and Lot(s): To Be Determined

Affordable Units Proposed: 92

Family: 92

Sale: 0

Rental: 92

Very low-income units: 14

Sale: 0

Rental: 14

Age-Restricted: 0

Sale: 0

Rental: 0

Bonuses, if applicable:

Rental bonuses as per N.J.A.C. 5:97-3.5: 0

Rental bonuses as per N.J.A.C. 5:97-3.6(a): 92

Very low income bonuses as per N.J.A.C. 5:97-3.7<sup>1</sup>: 0

Smart Growth Bonus as per N.J.A.C. 5:97-3.18: 0

Compliance Bonus as per N.J.A.C. 5:97-3.17: 0

Date zoning adopted: \_\_\_\_\_ Date development approvals granted: \_\_\_\_\_

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**Required Information and Documentation with Petition or in Accordance with an**

**Implementation Schedule**

- ☒ Project/Program Information & Unit Inventory Forms (previously known as Project/Program Monitoring Form. If relying on previously submitted 2007 monitoring and/or subsequent CTM update, also check here ☐ in lieu of submitting forms.)

**Is the municipality providing an implementation schedule for this project/program.**

- ☒ Yes. Skip to and complete implementation schedule found at the end of this checklist.  
NOTE: The remainder of this checklist must be submitted in accordance with the implementations schedule.

☐ No. Continue with this checklist.

☐ Demonstration of site control or the ability to control the site, in the form of outright ownership, a contract of sale or an option to purchase the property

**A general description of the site, including:**

- ☐ Name and address of owner
- ☐ Subject property street location
- ☐ Subject property block(s) and lot(s)
- ☐ Subject property total acreage
- ☐ Indicate if urban center or workforce housing census tract
- ☐ Description of previous zoning
- ☐ Current zoning and date current zoning was adopted
- ☐ Tax maps showing the location of site(s) with legible dimensions (electronic if available)

**A description of the suitability of the site, including:**

- ☐ Description of surrounding land uses
- ☐ Demonstration that the site has street access
- ☐ Planning Area and/or Special Resource Area designation(s) e.g., PA1, PA2, PA3, PA4, PA5, CAFRA, Pinelands, Highlands, Meadowlands, etc., including a discussion on consistency with the State Development and Redevelopment Plan (SDRP) and/or other applicable special resource area master plans
- ☐ Demonstration that there is or will be adequate water capacity per N.J.A.C. 5:97-1.4 or that the site is subject to a durational adjustment per N.J.A.C. 5:97-5.4
- ☐ Demonstration that there is or will be adequate sewer capacity per N.J.A.C. 5:97-1.4 or that the site is subject to a durational adjustment per N.J.A.C. 5:97-5.4

**A description (including maps if applicable) of any anticipated impacts that result from the following environmental constraints:**

- ☐ Wetlands and buffers
- ☐ Steep slopes
- ☐ Flood plain areas
- ☐ Stream classification and buffers
- ☐ Critical environmental site
- ☐ Historic or architecturally important site/district
- ☐ Contaminated site(s); proposed or designated brownfield site

- ☐ Based on the above, a quantification of buildable and non-buildable acreage
- ☐ RFP or Developer's Agreement
- ☐ Construction schedule with a minimum provision to begin construction within two years of substantive certification; including timetable for each step in the development process
- ☐ Pro-forma statement for the project
- ☐ Demonstration that the first floor of all townhouse or other multi-story dwelling units are accessible and adaptable per N.J.A.C. 5:97-3.14
- ☐ Evidence of adequate and stable funding; including municipal bond and/or general revenue funds where applicable

**Information and Documentation Required Prior to Marketing the Completed Units**

- ☐ Resolution or executed contract designating an experienced Administrative Agent, and a statement of his/her qualifications, in accordance with N.J.A.C. 5:96-18
- ☐ Draft or adopted operating manual that includes a description of program procedures and administration or a statement indicating that the Administrative Agent designated to run the program uses a COAH-approved manual in accordance with UHAC
- ☐ An affirmative marketing plan in accordance with UHAC

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**MUNICIPALLY SPONSORED AND 100 PERCENT AFFORDABLE DEVELOPMENTS  
(N.J.A.C. 5:97-6.7)**

**IMPLEMENTATION SCHEDULE**

---

The implementation schedule sets forth a detailed timetable that demonstrates a "realistic opportunity" as defined under N.J.A.C. 5:97-1.4 and a timetable for the submittal of all information and documentation required by N.J.A.C. 5:97-6.

The timetable, information, and documentation requested below are required components of the implementation schedule.

Please note that all information and documentation requested below is required to be submitted to COAH no later than two years prior to the scheduled implementation of the mechanism. The fully completed checklist from above must be submitted at that time.

**PROVIDE THE INFORMATION REQUESTED IN THE SECTIONS BELOW**

**(A) Development schedule, including, but not limited to, the following:**

| Development Process Action | Date Anticipated to Begin | Date Anticipated to be Completed | Date Supporting Documentation to be Submitted to COAH |
|----------------------------|---------------------------|----------------------------------|---|
| Site Identification        | Winter 2014               | Summer 2014                      | Fall 2014   |

|  |             |             |           |
|--|-------------|-------------|-----------|
| RFP Process  | Summer 2014 | Fall 2014   | Fall 2014 |
| Developer Selection                                    | Fall 2014   | Fall 2014   | Fall 2014 |
| Executed Agreement with provider, sponsor or developer | Winter 2015 | Spring 2015 |           |
| Development Approvals                                  | Spring 2015 | Winter 2016 |           |
| Contractor Selection                                   | Summer 2015 | Summer 2015 |           |
| Building Permits                                       | Fall 2015   | Spring 2016 |           |
| Occupancy  | Fall 2016   | Fall 2016   | Fall 2016 |

**(B) Site specific information, including the following:**

| Site Information                    | Date Supporting Documentation to be Submitted to COAH |
|-------------------------------------|---|
| Site Description                    | Fall 2014   |
| Site Suitability Description        | Fall 2014   |
| Environmental Constraints Statement | Fall 2014   |

**(C) Financial documentation including, the following:**

| Financial Documentation          | Date Anticipated to be Completed | Date Supporting Documentation to be Submitted to COAH |
|----------------------------------|----------------------------------|---|
| Documentation of Funding Sources | Fall 2014                        | Fall 2014   |
| Project Pro-forma                | Fall 2014                        | Fall 2014   |



|   |                  |                  |
|---|------------------|------------------|
| Municipal resolution appropriating funds or a resolution of intent to bond in the event of a shortfall of funds | Included in plan | Included in plan |
|---|------------------|------------------|

### 100% or Municipally Sponsored Narrative Section

See housing element and fair share plan for additional narrative.

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<sup>1</sup> Pursuant to PL 2008 c.46, Very Low-Income bonuses may only be granted for very low-income units that exceed 13 percent of the of the housing units made available for occupancy by low-income and moderate income households.



## PROJECT / PROGRAM INFORMATION FORM

### PART A – PROJECT HEADER

Municipality: South Brunswick \_\_\_\_\_ County: Middlesex County \_\_\_\_\_

Project or Program Name: Future 100% Affordable Family Rental Site #2 \_\_\_\_\_

**Project Status** (circle current status and enter date of action for that status)

Status Date

Proposed/Zoned

12/10/08 \_\_\_\_\_

Preliminary Approval

\_\_\_\_\_

Final Approval

\_\_\_\_\_

Affordable Units under Construction

\_\_\_\_\_

Completed (all affordable certificates of occupancy (C.O.) issued)

\_\_\_\_\_

Deleted from Plan

(date approved by COAH) \_\_\_\_\_ )

\_\_\_\_\_

**Mechanisms - Project / Program Type** (circle one)

Assisted Living Facility

Alternative Living Arrangement

Accessory Apartment

Market to Affordable

Credits without Controls

ECHO

100 Percent Affordable

Inclusionary

Rehabilitation

Redevelopment

**If an Inclusionary project, identify subtype** (circle all that apply)

Units constructed on-site

Units constructed off-site

Combination

Contributory

Growth Share Ordinance

**If an Alternative Living Arrangement project, identify subtype** (circle one)

Transitional Facility for the Homeless

Residential Health Care Facility

Congregate Living Facility

Group Home

Boarding Homes (A through E) (only eligible for credit for 1987-99 plans)

Permanent Supportive Housing (unit credit)

Supportive Shared Living Housing (bedroom credit)

**PART B – PROJECT DETAIL (Complete all applicable sections)**

COAH Rules that apply to project: Round 1 Round 2 Round 3

Project Address: \_\_\_\_\_

Project Block/Lot/Qualifier (list all) \_\_\_\_\_

Project Acreage: \_\_\_\_\_ Density: \_\_\_\_\_ Set Aside: \_\_\_\_\_

Project Sponsor: (circle one) Municipally Developed Nonprofit Developed Private Developer

Project Sponsor name: \_\_\_\_\_

Project Developer name: \_\_\_\_\_

Planning Area (circle all that apply)

1 2 3 4 4B 5 5B  
Highland Preservation Highlands Planning Area Pinelands Meadowlands  
CAFRA Category 1 Watershed

Credit Type

Prior-cycle (1980 – 1986) Post-1986 completed Proposed/Zoned Rehabilitation

Credit Sub-Type (if applicable)

Addressing Unmet Need Extension of Controls

Construction Type (circle one) New (includes reconstruction and conversions) Rehabilitation

Flags (circle all that apply) 3.1 Phased Durational Adjustment Conversion Court Project

Density Increase Granted Mediated Project Overlay Zone Result of Growth Share Ordinance

High Poverty Census Tract Off-Site Partnership Project RCA Receiving Project

Reconstruction Part of Redevelopment Plan

Project Waiver granted yes no Round waiver was granted R1 R2 R3

Type of Waiver \_\_\_\_\_

Number of market units proposed \_\_\_\_\_ Number of market units completed \_\_\_\_\_

Number of market units with certificates of occupancy issued after 1/1/2004 \_\_\_\_\_

Number of affordable units under construction \_\_\_\_\_

Condo Fee percentage (if applicable) \_\_\_\_\_

Affordability Average Percentage <sup>1</sup> \_\_\_\_\_

<sup>1</sup> "Affordability Average" means an average of the percentage of median income at which restricted units in an affordable development are affordable to low and moderate-income households.

**For Contributory or Combination Sites**

Total payment in lieu of building affordable units on site \_\_\_\_\_

Number of affordable units created with payment \_\_\_\_\_

**Municipal or RCA funds committed to project** \_\_\_\_\_

**Municipal or RCA funds expended** \_\_\_\_\_

**Funding Sources** (circle all that apply)

County HOME   County Rehab Funds   CDBG   Federal Home Loan Bank   HODAG   HUD   HUD 202  
HUD 236   HUD 811   HUD HOPE VI   HUD HOME   McKinney Funds   Fannie Mae Multi-Family  
UDAG   UHOPR   USDA-FHA Rural Development   USDA-FHA - Section 515   Development Fees  
Municipal Bond   Municipal Funds   Payment in Lieu   Private Financing   RCA   Capital Funding  
Balanced Housing   Balanced Housing – Home Express   DCA – Low Income House Tax Credit   NPP  
DCA Shelter Support Services   DDD   DHSS   DHHS   HMFA Low Income House Tax Credit  
HMFA   HMFA HOME   MONI   Section 8   Small Cities   Other \_\_\_\_\_

**Effective date of affordability controls** \_\_\_\_\_

**Length of Affordability Controls** (in years) 30 \_\_\_\_\_ or      Perpetual

**Administrative Agent** \_\_\_\_\_

**For Redevelopment Projects**

Does this project require deed restricted units to be removed?      Yes      No

If Yes

# of deed restricted units removed \_\_\_\_\_

# of moderate income units removed \_\_\_\_\_

# of low income units      removed \_\_\_\_\_

# of very low income units removed \_\_\_\_\_

# of rental units removed \_\_\_\_\_

# of for-sale units removed \_\_\_\_\_

# of one-bedroom units removed \_\_\_\_\_

# of two-bedroom units removed \_\_\_\_\_

# of three-bedroom units removed \_\_\_\_\_

## PART C – COUNTS

### Affordable Unit Counts

Total non-age-restricted 92 \_\_\_\_\_ Sales 0 \_\_\_\_\_ Rentals 92 \_\_\_\_\_ Total age-restricted \_\_\_\_\_ Sales \_\_\_\_\_ Rentals \_\_\_\_\_

Complete the chart for the number of non-age-restricted and age-restricted units that are **restricted** for the following income categories (do not report on the income levels of residents currently residing in the units)

| <u>Low Income</u>                 | <u>Non-age restricted</u> | <u>Age-restricted</u> |
|-----------------------------------|---------------------------|-----------------------|
| 30% of median income <sup>2</sup> | _____                     | _____                 |
| 35% of median income <sup>3</sup> | _____                     | _____                 |
| 50% of median income              | _____                     | _____                 |
| <u>Moderate Income</u>            |                           |                       |
| 80% of median income              | _____                     | _____                 |

Note: 30% = less than or equal to 30 percent of median income  
35% = greater than 30 percent and less than or equal to 35 percent of median income  
50% = greater than 35 percent and less than or equal to 50 percent of median income  
80% = greater than 50 percent and less than 80 percent of median income

### Bedroom Distribution of Affordable Units

|              |                |       |               |       |               |       |               |       |
|--------------|----------------|-------|---------------|-------|---------------|-------|---------------|-------|
| Sale units   | efficiency low | _____ | 1 bedroom low | _____ | 2 bedroom low | _____ | 3 bedroom low | _____ |
|              | efficiency mod | _____ | 1 bedroom mod | _____ | 2 bedroom mod | _____ | 3 bedroom mod | _____ |
| Rental units | efficiency low | _____ | 1 bedroom low | _____ | 2 bedroom low | _____ | 3 bedroom low | _____ |
|              | efficiency mod | _____ | 1 bedroom mod | _____ | 2 bedroom mod | _____ | 3 bedroom mod | _____ |

### Completed Units

Number of affordable units completed in this project 0 \_\_\_\_\_

Number of affordable units in this project lost through foreclosures, illegal sale or expired affordability controls 0 \_\_\_\_\_

<sup>2</sup> Pursuant to N.J.A.C. 5:97-3.7 units deed restricted to households earning 30% or less of median income may be eligible for Bonus Credit for Very-Low Income Units. (RCA receiving units not eligible for bonus credits)

<sup>3</sup> Pursuant to N.J.A.C. 5:80-26.3(d) At least 10 percent of all low- and moderate-income rental units must be deed restricted to households earning no more than 35 percent of median income

**PART D - (completed by Sending Municipality)**

**For Approved Regional Contribution Agreements (RCA)**

|                             |       |                            |       |
|-----------------------------|-------|----------------------------|-------|
| Sending Municipality        | _____ | County                     | _____ |
| RCA Receiving Municipality  | _____ | County                     | _____ |
| COAH approval date          | _____ |                            |       |
| Number of units transferred | _____ | Cost per unit              | _____ |
| Total transfer amount       | _____ | Amount transferred to date | _____ |

**For Partnership Program**

|                                    |       |                            |       |
|------------------------------------|-------|----------------------------|-------|
| Sending Municipality               | _____ | County                     | _____ |
| Partnership Receiving Municipality | _____ | County                     | _____ |
| Name of Project                    | _____ |                            |       |
| Credits for Sending Municipality   | _____ |                            |       |
| Total transfer amount              | _____ | Amount transferred to date | _____ |

Summary of Sending Municipality's contractual agreement with Partnership Receiving Municipality

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**South Brunswick Township, Middlesex County**  
**Draft Amended Development Fee Ordinance**  
**November 24, 2008**

**1. Purpose**

- a) In Holmdel Builder's Association V. Holmdel Township, 121 N.J. 550 (1990), the New Jersey Supreme Court determined that mandatory development fees are authorized by the Fair Housing Act of 1985 (the Act), N.J.S.A. 52:27d-301 et seq., and the State Constitution, subject to the Council on Affordable Housing's (COAH's) adoption of rules.
- b) Pursuant to P.L.2008, c.46 section 8 (C. 52:27D-329.2) and the Statewide Non-Residential Development Fee Act (C. 40:55D-8.1 through 8.7), COAH is authorized to adopt and promulgate regulations necessary for the establishment, implementation, review, monitoring and enforcement of municipal affordable housing trust funds and corresponding spending plans. Municipalities that are under the jurisdiction of the Council or court of competent jurisdiction and have a COAH-approved spending plan may retain fees collected from non-residential development.
- c) This ordinance establishes standards for the collection, maintenance, and expenditure of development fees pursuant to COAH's regulations and in accordance P.L.2008, c.46, Sections 8 and 32-38. Fees collected pursuant to this ordinance shall be used for the sole purpose of providing low- and moderate-income housing. This ordinance shall be interpreted within the framework of COAH's rules on development fees, codified at N.J.A.C. 5:97-8.

**2. Basic requirements**

- a) This ordinance shall not be effective until approved by COAH pursuant to N.J.A.C. 5:96-5.1.
- b) South Brunswick Township shall not spend development fees until COAH has approved a plan for spending such fees in conformance with N.J.A.C. 5:97-8.10 and N.J.A.C. 5:96-5.3.

**3. Definitions**

- a) The following terms, as used in this ordinance, shall have the following meanings:
  - i. **"Affordable housing development"** means a development included in the Housing Element and Fair Share Plan, and includes, but is not limited to, an inclusionary

development, a municipal construction project or a 100 percent affordable development.

- ii. **“COAH”** or the **“Council”** means the New Jersey Council on Affordable Housing established under the Act which has primary jurisdiction for the administration of housing obligations in accordance with sound regional planning consideration in the State.
- iii. **“Development fee”** means money paid by a developer for the improvement of property as permitted in N.J.A.C. 5:97-8.3.
- iv. **“Developer”** means the legal or beneficial owner or owners of a lot or of any land proposed to be included in a proposed development, including the holder of an option or contract to purchase, or other person having an enforceable proprietary interest in such land.
- v. **“Equalized assessed value”** means the assessed value of a property divided by the current average ratio of assessed to true value for the municipality in which the property is situated, as determined in accordance with sections 1, 5, and 6 of P.L.1973, c.123 (C.54:1-35a through C.54:1-35c).
- vi. **“Green building strategies”** means those strategies that minimize the impact of development on the environment, and enhance the health, safety and well-being of residents by producing durable, low-maintenance, resource-efficient housing while making optimum use of existing infrastructure and community services.

#### **4. Residential Development fees**

- a) Imposed fees
  - i. Within all zoning district(s), residential developers, except for developers of the types of development specifically exempted below, shall pay a fee of 1.5 percent of the equalized assessed value for residential development provided no increased density is permitted.
  - ii. When an increase in residential density pursuant to N.J.S.A. 40:55D-70d(5) (known as a “d” variance) has been permitted, developers may be required to pay a development fee of 6 percent of the equalized assessed value for each additional unit that may be realized. However, if the zoning on a site has changed during the two-year period preceding the filing of such a variance application, the base density for the purposes of calculating the bonus development fee shall be the highest density permitted by right during the two-year period preceding the filing of the variance application.

Example: If an approval allows four units to be constructed on a site that was zoned for two units, the fees could equal one and a half percent of the

equalized assessed value on the first two units; and the specified higher percentage up to six percent of the equalized assessed value for the two additional units, provided zoning on the site has not changed during the two-year period preceding the filing of such a variance application.

- b) Eligible exactions, ineligible exactions and exemptions for residential development
  - i. Affordable housing developments, developments where the developer is providing for the construction of affordable units elsewhere in the municipality, and developments where the developer has made a payment in lieu of on-site construction of affordable units shall be exempt from development fees.
  - ii. Developments that have received preliminary or final site plan approval prior to the adoption of a municipal development fee ordinance shall be exempt from development fees, unless the developer seeks a substantial change in the approval. Where a site plan approval does not apply, a zoning and/or building permit shall be synonymous with preliminary or final site plan approval for this purpose. The fee percentage shall be vested on the date that the building permit is issued.
  - iii. Development fees shall be imposed and collected when an existing structure undergoes a change to a more intense use, is demolished and replaced, or is expanded, if the expansion is not otherwise exempt from the development fee requirement. The development fee shall be calculated on the increase in the equalized assessed value of the improved structure.
  - iv. Developers of residential structures demolished and replaced as a result of a natural disaster shall be exempt from paying a development fee.

## **5. Non-residential Development fees**

- a) Imposed fees
  - i. Within all zoning districts, non-residential developers, except for developers of the types of development specifically exempted, shall pay a fee equal to two and one-half (2.5) percent of the equalized assessed value of the land and improvements, for all new non-residential construction on an unimproved lot or lots.
  - ii. Non-residential developers, except for developers of the types of development specifically exempted, shall also pay a fee equal to two and one-half (2.5)

percent of the increase in equalized assessed value resulting from any additions to existing structures to be used for non-residential purposes.

- iii. Development fees shall be imposed and collected when an existing structure is demolished and replaced. The development fee of two and a half percent (2.5%) shall be calculated on the difference between the equalized assessed value of the pre-existing land and improvement and the equalized assessed value of the newly improved structure, i.e. land and improvement, at the time final certificate of occupancy is issued. If the calculation required under this section results in a negative number, the non-residential development fee shall be zero.
- b) Eligible exactions, ineligible exactions and exemptions for non-residential development
  - i. The non-residential portion of a mixed-use inclusionary or market rate development shall be subject to the two and a half (2.5) percent development fee, unless otherwise exempted below.
  - ii. The 2.5 percent fee shall not apply to an increase in equalized assessed value resulting from alterations, change in use within existing footprint, reconstruction, renovations and repairs.
  - iii. Non-residential developments shall be exempt from the payment of non-residential development fees in accordance with the exemptions required pursuant to P.L.2008, c.46, as specified in the Form N-RDF "State of New Jersey Non-Residential Development Certification/Exemption" Form. Any exemption claimed by a developer shall be substantiated by that developer.
  - iv. A developer of a non-residential development exempted from the non-residential development fee pursuant to P.L.2008, c.46 shall be subject to it at such time the basis for the exemption no longer applies, and shall make the payment of the non-residential development fee, in that event, within three years after that event or after the issuance of the final certificate of occupancy of the non-residential development, whichever is later.
  - v. If a property which was exempted from the collection of a non-residential development fee thereafter ceases to be exempt from property taxation, the owner of the property shall remit the fees required pursuant to this section within 45 days of the termination of the property tax exemption. Unpaid non-residential development fees under these circumstances may be enforceable by South Brunswick as a lien against the real property of the owner.

## **6. Collection procedures**

- a) Upon the granting of a preliminary, final or other applicable approval, for a development, the applicable approving authority shall direct its staff to notify the construction official responsible for the issuance of a building permit.
- b) For non-residential developments only, the developer shall also be provided with a copy of Form N-RDF "State of New Jersey Non-Residential Development Certification/Exemption" to be completed as per the instructions provided. The developer of a non-residential development shall complete Form N-RDF as per the instructions provided. The construction official shall verify the information submitted by the non-residential developer as per the instructions provided in the Form N-RDF. The Tax assessor shall verify exemptions and prepare estimated and final assessments as per the instructions provided in Form N-RDF.
- c) The construction official responsible for the issuance of a building permit shall notify the local tax assessor of the issuance of the first building permit for a development which is subject to a development fee.
- d) Within 90 days of receipt of that notice, the municipal tax assessor, based on the plans filed, shall provide an estimate of the equalized assessed value of the development.
- e) The construction official responsible for the issuance of a final certificate of occupancy notifies the local assessor of any and all requests for the scheduling of a final inspection on property which is subject to a development fee.
- f) Within 10 business days of a request for the scheduling of a final inspection, the municipal assessor shall confirm or modify the previously estimated equalized assessed value of the improvements of the development; calculate the development fee; and thereafter notify the developer of the amount of the fee.
- g) Should South Brunswick fail to determine or notify the developer of the amount of the development fee within 10 business days of the request for final inspection, the developer may estimate the amount due and pay that estimated amount consistent with the dispute process set forth in subsection b. of section 37 of P.L.2008, c.46 (C.40:55D-8.6).
- h) Fifty percent of the development fee shall be collected at the time of issuance of the building permit. The remaining portion shall be collected at the issuance of the certificate of occupancy. The developer shall be responsible for paying the difference between the fee calculated at building permit and that determined at issuance of certificate of occupancy.
- i) Appeal of development fees

- 1) A developer may challenge residential development fees imposed by filing a challenge with the County Board of Taxation. Pending a review and determination by the Board, collected fees shall be placed in an interest bearing escrow account by South Brunswick Township. Appeals from a determination of the Board may be made to the tax court in accordance with the provisions of the State Tax Uniform Procedure Law, R.S.54:48-1 et seq., within 90 days after the date of such determination. Interest earned on amounts escrowed shall be credited to the prevailing party.
- 2) A developer may challenge non-residential development fees imposed by filing a challenge with the Director of the Division of Taxation. Pending a review and determination by the Director, which shall be made within 45 days of receipt of the challenge, collected fees shall be placed in an interest bearing escrow account by South Brunswick. Appeals from a determination of the Director may be made to the tax court in accordance with the provisions of the State Tax Uniform Procedure Law, R.S.54:48-1 et seq., within 90 days after the date of such determination. Interest earned on amounts escrowed shall be credited to the prevailing party.

## **7. Affordable Housing trust fund**

- a) There is hereby created a separate, interest-bearing housing trust fund to be maintained by the Chief Financial Officer for the purpose of depositing development fees collected from residential and non-residential developers and proceeds from the sale of units with extinguished controls.
- b) The following additional funds shall be deposited in the Affordable Housing Trust Fund and shall at all times be identifiable by source and amount:
  1. payments in lieu of on-site construction of affordable units;
  2. developer contributed funds to make ten percent (10%) of the adaptable entrances in a townhouse or other multistory attached development accessible;
  3. rental income from municipally operated units;
  4. repayments from affordable housing program loans;
  5. recapture funds;
  6. proceeds from the sale of affordable units; and
  7. any other funds collected in connection with South Brunswick's affordable housing program.
- c) Within seven days from the opening of the trust fund account, South Brunswick Township shall provide COAH with written authorization, in the form of a three-party escrow agreement between the municipality, the bank, and COAH to permit COAH to direct the disbursement of the funds as provided for in N.J.A.C. 5:97-8.13(b).

- d) All interest accrued in the housing trust fund shall only be used on eligible affordable housing activities approved by COAH.

## **8 Use of funds**

- a) The expenditure of all funds shall conform to a spending plan approved by COAH. Funds deposited in the housing trust fund may be used for any activity approved by COAH to address the South Brunswick's fair share obligation and may be set up as a grant or revolving loan program. Such activities include, but are not limited to: preservation or purchase of housing for the purpose of maintaining or implementing affordability controls, rehabilitation, new construction of affordable housing units and related costs, accessory apartment, market to affordable, or regional housing partnership programs, conversion of existing non-residential buildings to create new affordable units, green building strategies designed to be cost saving and in accordance with accepted national or state standards, purchase of land for affordable housing, improvement of land to be used for affordable housing, extensions or improvements of roads and infrastructure to affordable housing sites, financial assistance designed to increase affordability, administration necessary for implementation of the Housing Element and Fair Share Plan, or any other activity as permitted pursuant to N.J.A.C. 5:97-8.7 through 8.9 and specified in the approved spending plan.
- b) Funds shall not be expended to reimburse South Brunswick Township for past housing activities.
- c) At least 30 percent of all development fees collected and interest earned shall be used to provide affordability assistance to low- and moderate-income households in affordable units included in the municipal Fair Share Plan. One-third of the affordability assistance portion of development fees collected shall be used to provide affordability assistance to those households earning 30 percent or less of median income by region.
  - i. Affordability assistance programs may include down payment assistance, security deposit assistance, low interest loans, rental assistance, assistance with homeowners association or condominium fees and special assessments, and assistance with emergency repairs.
  - ii. Affordability assistance to households earning 30 percent or less of median income may include buying down the cost of low or moderate income units in the municipal Fair Share Plan to make them affordable to households earning 30 percent or less of median income.
  - iii. Payments in lieu of constructing affordable units on site and funds from the sale of units with extinguished controls shall be exempt from the affordability assistance requirement.

- d) South Brunswick Township may contract with a private or public entity to administer any part of its Housing Element and Fair Share Plan, including the requirement for affordability assistance, in accordance with N.J.A.C. 5:96-18.
- e) No more than 20 percent of all revenues collected from development fees, may be expended on administration, including, but not limited to, salaries and benefits for municipal employees or consultant fees necessary to develop or implement a new construction program, a Housing Element and Fair Share Plan, and/or an affirmative marketing program. In the case of a rehabilitation program, no more than 20 percent of the revenues collected from development fees shall be expended for such administrative expenses. Administrative funds may be used for income qualification of households, monitoring the turnover of sale and rental units, and compliance with COAH's monitoring requirements. Legal or other fees related to litigation opposing affordable housing sites or objecting to the Council's regulations and/or action are not eligible uses of the affordable housing trust fund.

## **9. Monitoring**

- a) South Brunswick Township shall complete and return to COAH all monitoring forms included in monitoring requirements related to the collection of development fees from residential and non-residential developers, payments in lieu of constructing affordable units on site, funds from the sale of units with extinguished controls, barrier free escrow funds, rental income, repayments from affordable housing program loans, and any other funds collected in connection with South Brunswick's housing program, as well as to the expenditure of revenues and implementation of the plan certified by COAH. All monitoring reports shall be completed on forms designed by COAH.

## **10. Ongoing collection of fees**

- a) The ability for South Brunswick Township to impose, collect and expend development fees shall expire with its substantive certification unless South Brunswick has filed an adopted Housing Element and Fair Share Plan with COAH, has petitioned for substantive certification, and has received COAH's approval of its development fee ordinance. If South Brunswick fails to renew its ability to impose and collect development fees prior to the expiration of substantive certification, it may be subject to forfeiture of any or all funds remaining within its municipal trust fund. Any funds so forfeited shall be deposited into the "New Jersey Affordable Housing Trust Fund" established pursuant to section 20 of P.L.1985, c.222 (C.52:27D-320). South Brunswick shall not impose a residential development fee on a development that receives preliminary or final site plan approval after the expiration of its substantive certification or judgment of compliance, nor shall South Brunswick Township



retroactively impose a development fee on such a development. South Brunswick Township shall not expend development fees after the expiration of its substantive certification or judgment of compliance.



## **DRAFT THIRD ROUND FAIR SHARE ORDINANCE**

### **South Brunswick Township, Middlesex County**

*Initial Draft – November 24, 2008 – To be revised per the impending update of COAH's rules and the update to the UHAC*

*To be adopted within 45 days of the municipality's receipt of Substantive Certification*

#### **\_\_\_\_\_. Intent**

This section of the Township Code sets forth regulations regarding the low and moderate income housing units in the Township consistent with the provisions known as the "Substantive Rules of the New Jersey Council on Affordable Housing for the period beginning June 2, 2008 with amendments through October 20, 2008", N.J.A.C. 5:97 et seq., the Uniform Housing Affordability Controls ("UHAC"), N.J.A.C. 5:80-26.1 et seq. and the Township's constitutional obligation to provide a fair share of affordable housing for low and moderate income households. In addition, this section applies requirements for very low income housing as established in P.L. 2008, c.46 (the Roberts bill). These regulations are also intended to provide assurances that low and moderate income units (the "affordable units") are created with controls on affordability over time and that low and moderate income people occupy these units. These regulations shall apply except where inconsistent with applicable law.

#### **\_\_\_\_\_. Proportion of Low and Moderate Income Units by Sale, Rental and by Number of Bedrooms**

Except for affordable housing developments constructed pursuant to low income tax credit regulations:

- (1) At least half of the "for sale" affordable units within each affordable housing development shall be affordable to low income households.
- (2) At least half of the "rental" affordable units within each affordable housing development shall be affordable to low income households. Of the total number of affordable rental units, 13% shall be affordable to very low income households.
- (3) At least half of the affordable units in each bedroom distribution within each affordable housing development shall be affordable to low income households.

#### **\_\_\_\_\_. Bedroom Distribution of Affordable Units**

- (1) Affordable housing developments which are not limited to age-restricted households shall be structured in conjunction with realistic market demands so that:

- (a) The combination of efficiency and one-bedroom units is no greater than 20 percent of the total number of affordable units;
  - (b) At least 30 percent of all affordable units shall be two-bedroom units.
  - (c) At least 20 percent of all affordable units shall be three-bedroom units.
- (2) Affordable housing developments that are limited to age-restricted households shall at a minimum have a total number of bedrooms equal to the number of age-restricted affordable units within the affordable housing development. The standard may be met by creating all one-bedroom units or by creating a two-bedroom unit for each efficiency unit.

**\_\_\_\_\_. Establishment of Rents and Prices of Units as Related to Household Size and Number of Units**

- (1) In conjunction with realistic market information the following shall be used to determine maximum rents and sales prices of the affordable units:
  - (a) Efficiency units shall be affordable to one-person households.
  - (b) A one-bedroom unit shall be affordable to a one- and one-half person household.
  - (c) A two-bedroom unit shall be affordable to a three-person household.
  - (d) A three-bedroom unit shall be affordable to a four- and one-half person household.
  - (e) A four-bedroom unit shall be affordable to a six-person household.
- (2) For assisted living facilities the following standards shall be used:
  - (a) A studio shall be affordable to a one-person household.
  - (b) A one-bedroom unit shall be affordable to a one- and one-half person household.
  - (c) A two-bedroom unit shall be affordable to a two-person household or to two, one-person households.
- (3) In referring certified households to specific restricted units, to the extent feasible, and without causing an undue delay in occupying the unit, the administrative agent shall strive to:
  - (a) provide an occupant for each unit bedroom;
  - (b) provide children of different sex with separate bedrooms; and
  - (c) prevent more than two persons from occupying a single bedroom.

\_\_\_\_\_. **Establishing Median Income by Household Size**

- (1) Median income by household size shall be established using a regional weighted average of the uncapped Section 8 income limits published by HUD computed as set forth in N.J.A.C. 5:97-9.2.

\_\_\_\_\_. **Establishing Average Rents of Affordable Units**

- (1) The maximum rent of affordable units within each affordable housing development shall be affordable to households earning no more than 60 percent of median income. The average rent for low and moderate income units shall be affordable to households earning no more than 52 percent of median income. Restricted rental units shall establish at least one rent for each bedroom type for all low and moderate income units provided at least 13 percent of all low and moderate income units are affordable to households earning no more than 30 percent of median income. For low-income rental units established in a Market to Affordable Rental Program only – the maximum rent for a low-income unit shall be affordable to households earning no more than 44 percent of median income.
- (2) Low and moderate income units shall utilize the same heating source as market units within an inclusionary development.
- (3) Gross rents including an allowance for utilities shall be established for the various size affordable units at a rate not to exceed 30 percent of the gross monthly income of the appropriate household size as set forth in subsection \_\_\_\_\_ above. The allowance for utilities shall be consistent with the utility allowance approved by NJDCA for use in its Section 8 Program.
- (4) No affordable rental units included in the COAH requirement shall be subject to a rent control ordinance which may be adopted or in place in the Township of South Brunswick during the time period in which affordable housing COAH controls are effective.

\_\_\_\_\_. **Establishing Average Sales Prices of Affordable Units**

- (1) The maximum sales price of restricted ownership units within each affordable development shall be affordable to households earning no more than 70 percent of median income. Each affordable development must achieve an affordability average of 55 percent for restricted ownership units. Moderate income ownership units must be available for at least three different prices for each bedroom type and low income ownership units must be available for at least two different prices for each bedroom type. For low-income sale units established in a Market to Affordable Sales Program only – the maximum sales for a low-income unit shall be affordable to households earning no more than 40 percent of median income.

- (2) Low and moderate income units shall utilize the same heating source as market units within an inclusionary development.
- (3) The initial purchase price for all restricted ownership units shall be calculated so that the monthly carrying costs of the unit, including principal and interest (based on a mortgage loan equal to 95 percent of the purchase price and the Federal Reserve H.15 rate of interest), taxes, homeowner and private mortgage insurance and condominium or homeowner association fees do not exceed 28 percent of the eligible monthly income of an appropriate household size as determined under N.J.A.C. 5:80-26.4; provided, however, that the price shall be subject to the affordability average requirement of N.J.A.C. 5:80-26.3.

\_\_\_\_\_. **Affordable Housing Units: Condominium or Homeowners Association Fees.**

- (1) If an affordable housing unit is part of a condominium association or homeowner's association, the Master Deed shall reflect that the assessed affordable homeowner's fee be established at one hundred percent of the market rate fee. This percentage assessment shall be recorded in the Master Deed.

\_\_\_\_\_. **Reservation of Units**

- (1) Low income housing units shall be reserved for households with a gross household income equal to or less than 50 percent of the median income approved by COAH.
- (2) *Pending release of COAH's rules implementing P.L. 2008, c.46..* Very low income housing units shall be reserved for households with a gross household income equal to or less than 35 percent of the median income approved by COAH.
- (2) Moderate income housing units shall be reserved for households with a gross household income in excess of 50 percent but less than 80 percent of the median income approved by COAH.

\_\_\_\_\_. **Reoccupancy Certificates**

- (1) Upon resale of an affordable unit, a certificate of continuing occupancy shall be required in accordance with N.J.A.C. 5:80-26.10

\_\_\_\_\_. **Phasing Of Construction**

- (1) Final site plan or subdivision approval shall be contingent upon the affordable housing development meeting the following phasing schedule for low and moderate income units whether developed in one stage or in two or more stages:

| <u>Minimum Percentage of Low &amp;<br/>Moderate Income Units Completed</u> | <u>Percentage of Market<br/>Housing Units Completed</u> |
|--|---|
| 0  | 25  |
| 10   | 25 + 1 unit   |
| 50   | 50  |
| 75   | 75  |
| 100  | 90  |

\_\_\_\_\_. **Control Period for Affordable Housing**

- (1) Any conveyance of a newly constructed low or moderate income sales unit shall contain the restrictive covenants and liens that are set forth in N.J.A.C. 5:80-26 et seq.

\_\_\_\_\_. **Administration of Affordable Housing Program**

- (1) South Brunswick Township is ultimately responsible for administering the affordable housing program, including affordability controls and the Affirmative Marketing Plan in accordance with the regulations of COAH pursuant to N.J.A.C. 5:97 et seq. and the UHAC pursuant to N.J.A.C. 5:80-26 et seq.
- (2) South Brunswick Township has delegated to the Municipal Housing Liaison, this responsibility for administering the affordable housing program, including administering and enforcing the affordability controls and the Affirmative Marketing Plan of South Brunswick Township in accordance with the provisions of this sub-chapter, the regulations of COAH pursuant to N.J.A.C. 5:96 and 5:97 et seq. and the UHAC pursuant to N.J.A.C. 5:80-26 et seq. South Brunswick Township shall by resolution appoint the Affordable Housing Officer as the Municipal Housing Liaison.
- (3) Subject to COAH or Superior Court approval, South Brunswick Township may contract with one or more administrative agents to administer some or all of the affordability controls and/or the Affirmative Marketing Plan in accordance with this sub-chapter, the regulations of COAH pursuant to N.J.A.C. 5:97 and 5:96 et seq. and the UHAC pursuant to N.J.A.C. 5:80-26 et seq. If South Brunswick Township enters into such a contract, the Municipal Housing Liaison shall supervise the contracting administrative agent(s) and shall serve as liaison to the contracting administrative agent(s).

- (4) The Affordable Housing Department of South Brunswick intends to administer the sale and rental of all new affordable housing. The Township will also oversee and administer income qualification of low and moderate income households; place income eligible households in low and moderate income units upon initial occupancy; place income eligible households in low and moderate income units as they become available during the period of affordability controls and enforce the terms of the required deed restrictions and mortgage loans. The Township will specifically administer and implement:
- (a) An administrative plan and program, and related monitoring and reporting requirements as outlined in N.J.A.C. 5:80-26.15 et seq. and Chapter \_\_\_\_ of the Land Development Ordinances of the Township of South Brunswick.
  - (b) A plan for certifying and verifying the income of low and moderate income households as per N.J.A.C. 5:80-26.16
  - (c) Procedures to assure that low and moderate income units are initially sold or rented to eligible households and are thereafter similarly re-sold and re-rented during the period while there are affordability controls as per N.J.A.C. 5:80-26 et seq.
  - (d) The requirement that all newly constructed low and moderate income sales or rental units contain deed restrictions with appropriate mortgage liens as set forth in Appendices in N.J.A.C. 5:80-26 et seq.
  - (e) The several sales/purchase options authorized under N.J.A.C. 5:80-26 et seq. except that the Township retains the right to determine by resolution whether or not to prohibit, as authorized under N.J.A.C. 5:80-26 et seq., the exercise of the repayment option.
  - (f) The regulations determining 1) whether installed capital improvements will authorize an increase in the maximum sales price; and 2) which items of property may be included in the sales price as per N.J.A.C. 5:80-26.9.
- (5) The developers/owners of any inclusionary site shall be responsible for the experienced affordable housing administrator's administrative fee, affirmative marketing and advertising and such shall be a condition of Planning or Zoning Board approval. Subsequent to the initial sale of an affordable sale unit, the seller of an affordable sale unit shall be responsible for the experienced affordable housing administrator's administrative fee, affirmative marketing and advertising and such shall be a condition of any affordable housing deed restriction governing the affordable unit.
- (6) South Brunswick Township reserves the right to replace the experienced affordable housing administrator with another municipal authority or other agency authorized



by COAH or the Superior Court to carry out the administrative processes outlined above.

**\_\_\_\_\_. Time Period For Controls**

- (1) Newly constructed low and moderate income "rental" units shall remain affordable to low and moderate income households for a period of 30 years.
- (2) Newly constructed low and moderate income "for sale" units shall remain affordable to low and moderate income households for a period of 30 years.
- (3) Rehabilitated owner-occupied single family housing units that are improved to code standard shall be subject to affordability controls for 10 years.
- (4) Rehabilitated renter-occupied housing units that are improved to code standard shall be subject to affordability controls for at least 10 years.
- (5) Housing units created through conversion of a non-residential structure shall be considered a new housing unit and shall be subject to affordability controls for new housing units as designated in items 1 and 2 above.
- (6) Affordability controls on accessory apartments shall be for a period of 10 years.
- (7) Affordability controls for units in alternative living arrangements shall be for a period of 30 years.
- (8) Affordability controls on market to affordable units shall be for a period of 30 years.

**\_\_\_\_ Selection of Occupants of Affordable Units**

- (1) The administrative agent shall use a random selection process to select occupants of low- and moderate-income housing.
- (2) A waiting list of all eligible candidates will be maintained in accordance with the provisions contained in N.J.A.C. 5:80-26 et seq.

**\_\_\_\_. Affirmative Marketing Plan**

- (1) In accordance with the regulations of COAH pursuant to N.J.A.C. 5:96 and 5:97 et seq. and the New Jersey UHAC pursuant to N.J.A.C. 5:80-26 et seq., South Brunswick Township adopted an Affirmative Marketing Plan.
- (2) All affordable housing units shall be marketed in accordance with the provisions therein.

- (3) The Township of South Brunswick has a Third Round Growth Share obligation. This subsection shall apply to all developments that contain proposed low and moderate income units and any future developments that may occur.
- (4) In implementing the marketing program, the administrative agent shall undertake all of the following strategies:
- Publication of one advertisement in a newspaper of general circulation within the housing region.
  - Broadcast of one advertisement by a radio or television station broadcasting throughout the housing region
  - At least one additional regional marketing strategy using one of the other sources listed below.
- (5) The affirmative marketing plan is a regional marketing strategy designed to attract buyers and/or renters of all majority and minority groups, regardless of race, creed, color, national origin, ancestry, marital or familial status, gender, affectional or sexual orientation, disability, age or number of children to housing units which are being marketed by a developer or sponsor of affordable housing. The affirmative marketing plan is also intended to target those potentially eligible persons who are least likely to apply for affordable units in that region. It is a continuing program that directs all marketing activities toward the COAH Housing Region in which the municipality is located and covers the period of deed restriction. The Township of South Brunswick is in the housing region consisting of Middlesex, Hunterdon and Somerset counties. The affirmative marketing program is a continuing program and shall meet the following requirements:
- (a) All newspaper articles, announcements and requests for applications for low and moderate income units shall appear in the following daily regional newspaper/publications: The Trenton Times and the Home News Tribune
- (b) The primary marketing shall take the form of at least one press release sent to the above publication and a paid display advertisement in the above newspaper. Additional advertising and publicity shall be on an "as needed" basis. The advertisement shall include a description of the:
- i. Location of the units;
  - ii. Direction to the units;
  - iii. Range of prices for the units;
  - iv. Size, as measured in bedrooms, of units;
  - v. Maximum income permitted to qualify for the units;
  - vi. Location of applications;
  - vii. Business hours when interested households may obtain an application;
  - and
  - viii. Application fees, if any.

- (c) All newspaper articles, announcements and requests for applications for low and moderate income housing shall appear in the following neighborhood oriented weekly newspaper within the region: South Brunswick Post and the South Brunswick Sentinel
- (d) The following regional cable television station shall be used: Comcast Access Channel TV 3
- (e) The following is the location of applications, brochure(s), sign(s) and/or poster(s) used as part of the affirmative marketing program:
  - i. South Brunswick Municipal Building
  - ii. South Brunswick Public Library
  - iii. South Brunswick Township Website
  - iv. Senior Center of South Brunswick
  - v. Democratic Club
  - vi. Republic Club
- (f) The following is a listing of community contact person(s) and/or organizations(s) in Middlesex, Hunterdon, and Somerset counties that will aid in the affirmative marketing program with particular emphasis on contracts that will reach out to groups that are least likely to apply for housing within the region:
  - i. Somerset County Coalition on Affordable Housing
  - ii. Arlyne DeSena, South Brunswick Township, Middlesex County Affordable Housing Department
  - iii. Housing Coalition of Central New Jersey
  - iv. Civic League of Greater New Brunswick
  - v. Central Jersey Hindu Association, Durga Temple
  - vi. Islamic Society of Central Jersey
  - vii. St. Augustine R.C. Church
  - viii. Temple Beth Shalom
  - ix. St. Cecilia's R.C. Church
  - x. NJ State Mental Health Association
  - xi. South Brunswick Affordable Housing Authority Board Members
  - xii. South Brunswick Industry and Commerce Commission
- (g) Quarterly flyers and applications.
  - i. Quarterly flyers and applications shall be sent to each of the following agencies for publication in their journals and for circulation among their members:
 

Middlesex County Board of Realtors

Hunterdon County Board of Realtors  
Somerset County Board of Realtors

- ii. Applications shall be mailed to prospective applicants upon request.
- iii. Additionally, quarterly informational circulars and applications shall be sent to the chief administrative employees of each of the following agencies in the counties of Middlesex, Hunterdon and Somerset:

Welfare or Social Service Board  
Rental Assistance Office (local office of DCA)  
Office on Aging  
Housing Agency or Authority  
Library  
Area Community Action Agencies

- (h) A random selection method to select occupants of low and moderate income housing will be used by the experienced affordable housing administrator in conformance with N.J.A.C.5:80-26.16 (l).
  - i. An experienced affordable housing administrator will be selected to administer the program. The experienced affordable housing administrator has the responsibility to income qualify low and moderate income households; to place income eligible households in low and moderate income units upon initial occupancy; to provide for the initial occupancy of low and moderate income units which income qualified households; to continue to qualify households, for re-occupancy of units as they become vacant during the period of affordability controls; to assist with outreach to low and moderate income households; and to enforce the terms of the deed restriction and mortgage loan as per N.J.A.C 5:80-26. The Affordable Housing Officer within the Township of South Brunswick is the designated municipal housing liaison to act as liaison to the experienced affordable housing administrator. The experienced affordable housing administrator shall provide counseling services to low and moderate income applicants on subject such as budgeting, credit issues, mortgage qualifications, rental lease requirements and landlord/tenant law.
  - ii. All developers of low and moderate income housing units shall be required to assist in the marketing of the affordable units in their respective developments.
  - iii. The marketing program shall commence at least 120 days before the issuance of either temporary or permanent certificates of occupancy. The marketing program shall continue until all low income housing units are initially occupied and for as long as affordable units are deed

restricted and occupancy or reoccupancy of units continues to be necessary.

- iv. The experienced affordable housing administrator will comply with monitoring and reporting requirements as per N.J.A.C.5:80-26.

**— Adaptable and Accessible Units (per N.J.A.C. 5:97-3.14)**

- (1) The first floor of all townhouse dwelling units and of all other multistory dwelling units which are affordable to low or moderate households shall be subject to the technical design standards of the Barrier Free Subcode (N.J.A.C. 5:23-7).
- (2) Each affordable townhouse unit or other affordable multistory dwelling unit that is attached to at least one other dwelling unit shall have the following features:
  - i. An adaptable toilet and bathing facility on the first floor;
  - ii. An adaptable kitchen on the first floor;
  - ii. An accessible route of travel;
    - (a) An interior accessible route of travel shall not be required between stories.
  - iv. An adaptable room that can be used as a bedroom, with a door or the casing for the installation of a door, on the first floor; and
  - v. Accessible entranceways.
    - (a) The developer shall provide an accessible entranceway as set forth at N.J.A.C. 5:97-3.14 for each affordable townhouse unit or other affordable multistory dwelling unit and is attached to at least one other dwelling unit; or
    - (b) The developer shall provide funds sufficient to make 10% of the adaptable entrances in the development accessible as set forth at N.J.A.C. 5:97-3.14.
  - vi. The developer of the project shall submit a conversion plan indicating the steps necessary to convert the unit from being adaptable to accessible. Said plan shall be submitted at the time of issuance of a building permit.
  - vii. Where the developer will provide funds sufficient to make 10% of the adaptable entrances in the development accessible, the developer of the project shall submit the following to the Township, at the time of issuance of the building permit, in order to determine the required funds:
    - (a) Funds sufficient to make 10% of the adaptable entrances in the development accessible; and
    - (b) A cost estimate for conversion of 10% of the adaptable entrances in the development to accessible.

- viii. In the case of an affordable unit or units which are constructed with an adaptable entrance, upon the request of a disabled person who is purchasing or will reside in the dwelling unit, an accessible entrance shall be installed by the Township.